SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1943

No. 7

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vs.

THE UNITED STATES OF AMERICA

No. 8

CORNING GLASS WORKS, EMPIRE MACHINE COMPANY, ALEXANDER D. FALCK, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

No. 9

OWENS-ILLINOIS GLASS COMPANY, WILLIAM E. LEVIS, R. F. MARTIN, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

No. 10

HAZEL-ATLAS GLASS COMPANY, J. HARRISON McNASH, WALTER H. McCLURE, ET AL., APPELLANTS,

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THE UNITED STATES OF AMERICA

No. 11

THATCHER MANUFACTURING COMPANY, H. C. MANDEVILLE, R. W. NIVER, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., APRIL 29, 1943

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No. 14

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ISAAC J. COLLINS, APPELLANT,

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[fol. 16291] GOVERNMENT EXHIBIT No. 2032

IN UNITED STATES DISTRICT COURT

[Title omitted]

STIPULATION BETWEEN PLAINTIFF AND DEFENDANT GLASS CONTAINER ASSOCIATION AND RELATED DEFENDANTS WITH RESPECT TO MCKAY CORRESPONDENCE

It is hereby stipulated by and between the plaintiff and the defendants Glass Container Association, Stevenson and Ackerman that the attached letter of August 24, 1937, from the defendant Ackerman to A. T. MacKay, together with related correspondence consisting of letter of August 12, 1937, from A. T. MacKay to Owens Bottle Company, reply of August 20, 1937, from E. F. Martin to A. T. MacKay, and also letter of August 20, 1937, from E. F. Martin to E. G. Ackerman, and of August 25, 1937, from E. G. Ackerman to E. F. Martin, may be considered by the Court as a part of the record of said suit in the same manner as if said letters had been introduced in evidence by the plaintiff in rebuttal.

Lawrence S. Apsey, Counsel for Plaintiff. Jones, Day, Cockley & Reavis, Counsel for Defendants, Glass Container Association, Stevenson and Ackerman.

[fol. 16292] Copy

August 24, 1937.

Mr. A. T. MacKay, 116½ South Orange Avenue, Orlando, Florida.

DEAR MR. MACKAY:

The Owens-Illinois Glass Company has forwarded your letter of August 12th asking about the cost of constructing a small bottle plant in your district. It is rather difficult to completely outline the cost of such an operation without knowing more of what you already have, and the type of bottles you plan to manufacture.

The new plants that have been constructed in the last several years have cost between $300,000. and $500,000. per tank, depending on the construction and the amount of automatic equipment which was installed.

About the smallest practical unit that you could build for the manufacture of bottles would have a capacity of about thirty tons of glass per day. This would require about four bottle machines, with feeders, annealing lehrs, batch mixing equipment, air compressors, and if you use fuel oil, a fuel oil system, bottle molds, a machine shop with equipment, and all the other miscellaneous items necessary to the manufacture of bottles.

I would estimate, based on the figures given above, that you could not build a thoroughly modern bottle plant for less than from $300,000. to $350,000. even if you have buildings that could be partially used for the operation.

If your clients are greatly interested in the construction of a bottle plant, I do recommend that they discuss this whole situation either with me, or with one of the engineering firms connected with the glass industry before they make any major commitments. I believe that we can be very helpful to them, and can give them the information that so many companies do not get until after they have spent a great deal of money.

Very truly yours, —— ——.

EGA:MM.

[fol. 16293] Copy

A. T. MacKay, Attorney-at-Law, 116½ South Orange Avenue, Orlando, Florida

August 12, 1937.

Owens Bottle Company, Chicago, Ill.

Dear Sir:

I am advised by a former employee of your company who now resides here, to write to you to obtain information concerning the cost of installing and operating a small unit plant for the manufacture of bottles.

Clients of mine own sand suitable for glass making, a suitable building and need quantities of bottles which they find difficult to purchase in this section. Most of the bottles used here are purchased in the north and the freight is very high, so we are interested in determining whether it will be possible to install a complete unit of very moderate capacity without too large an expenditure, and since we understand that you manufacture and sell this kind of

equipment, we would appreciate any information which you can give us.

Yours truly, (Signed) A. T. MacKay.

[fol. 16294] Copy

CC—Mr. E. G. Ackerman, Glass Container Association, 19 West 44th St., New York City

August 20, 1937.

Mr. A. T. MacKay, Attorney-at-Law, 116 South Orange Avenue, Orlando, Florida.

Dear Sir:

Your communication of August 12th directed to Owens Bottle Company, Chicago, Ill. has been referred to us as successors to that business.

We are not in position to quote upon or supply you with machinery for manufacturing bottles inasmuch as we no longer manufacture this type of equipment for use by others. The only equipment we manufacture is that operated in our own plants.

I am taking the liberty of forwarding your letter to the Glass Container Association, 19 West 44th Street, New York City, with request that information concerning your requirements be supplied you.

Yours very truly, —— ——, Asst. Secy. & Asst. Treasurer.

EFMartin. EB.

[fol. 16295] Copy

Owens-Illinois Glass Company, Toledo

August 20, 1937.

Mr. E. G. Ackerman, Glass Container Association, 19 West 44th Street, New York City, N. Y.

Dear Mr. Ackerman:

I am enclosing letter received from Mr. A. T. Mackay, Orlando, Fla., and copy of letter which I have addressed to him today.

Yours very truly, (signed) E. F. Martin, Asst. Secy. & Asst. Treasurer.

E. F. Martin. EB. encls.

[fol. 16296] Copy

August 25, 1937.

Mr. E. F. Martin, Owens-Illinois Glass Company, Toledo, Ohio.

Dear Mr. Martin:

I have your letter, also the enclosures from Mr. A. T. MacKay of Orlando, Florida. I am enclosing copy of my letter to Mr. MacKay outlining my views on this question.

Very truly yours, —— ——.

EGA:MM. Enclosure.

[fol. 16297] Defendants' Exhibit No. H-5002

In United States District Court

[Title omitted]

Stipulation

It is hereby agreed by and between the parties hereto, by their respective counsel, that on the trial of this case it will be stipulated as follows:

1. For the purpose of these proceedings only, the papers attached to this stipulation, constituting

(1) Operating statements, showing profit and loss, of Hartford-Fairmont Company from 1912 to 1922, both inclusive,

(2) Trial balances of Hartford-Fairmont Company for 1915 and 1916, and balance sheets of Hartford-Fairmont Company from 1917 to 1922, both inclusive,

(3) Balance sheets of Hartford-Empire Company from 1923 to 1939, both inclusive,

(4) Statements of profit and loss of Hartford-Empire Company from 1923 to 1939, both inclusive,

[fols. 16298-16299] if offered in evidence during the trial of this case, shall have the same force and effect as though offered through the testimony of competent witnesses, but nothing herein shall prevent the defendant Hartford-Empire Company from introducing additional evidence in ex-

planation of, or supplementing, such papers or any of them, or any matters therein referred to.

2. It is expressly understood and agreed that each of the parties hereto reserves the right, in the event that any one or more of said papers are offered in evidence, to object to the use or admission thereof on any ground whatsoever other than on the ground set forth in Paragraph 1 of this stipulation.

3. Neither of the parties, by entering into this stipulation, shall be deemed to have made any admission of any fact or facts for the purposes of any other or different suit or proceeding to which either or both of the parties hereto may be parties, regardless of whether such suit or proceeding is between the parties hereto or between either or both of the parties hereto and any other person or persons.

Samuel S. Isseks, Counsel for Plaintiff, United States of America. E. F. Marshall, S. S. Wall, Counsel for Defendant, Hartford-Empire Company.

[fol. 16300] Hartford Fairmont Co.

Income & Expenses—Year 1912

Income	
Royalties	None
Manufacturing Profit on Parts	None
Operating Revenue	None
Expenses	
Rent	225.00
General Expenses	156.27
Operating Expenses	381.27
Net Operating Revenue	[381.27]
Other Income	None
Deductions	
Depreciation Physical Assets	None
Net Loss for Year 1912	[381.27]

Items in brackets indicate red figures.

[fol. 16301] Hartford Fairmont Co.

Income & Expenses—Year 1913

Income	
Royalties	None
Manufacturing Profit on Parts	None
Operating Revenue	None
Expenses	
Rent	300.00
Taxes except U. S.	8.18
General Expenses	776.82
Operating Expenses	[1085.00]
Other Income	None
Deductions	
Depreciation Physical Assets	None
Net Loss for Year 1913	[1085.00]

Items in brackets indicate red figures.

[fol. 16302] Hartford Fairmont Co.

Income & Expenses—Year 1914

Income	
Royalties	None
Manufacturing Profit on Parts	None
Operating Revenue	None
Expenses	
Rent	350.00
Interest	96.96
General Expenses	1825.91
Operating Expenses	2272.87
Net Operating Revenue	[2272.87]
Other Income	None
Deductions	
Depreciation Physical Assets	None
Net Loss Year 1914	[2272.87]

Items in brackets indicate red figures.

[fol. 16303] Hartford Fairmont Company

Income and Expenses, Year 1915

Income	
Royalties	None
Manufacturing Profit on Parts	None
Operating Revenue	None
Expenses	
Salaries	3,576.50
Service to Licensees (Installation Exp.)	464.42
Legal—General	288.85
Other Operating Expenses	6,442.22
Interest	1,304.42
Operating Expenses	12,076.41
Net Operating Revenue	[12,076.41]
Other Income	None
Deductions	
Depreciation—Physical Assets	None
Net Loss Year 1915	[12,076.41]

Items in brackets indicate red figures.

[fol. 16304] Hartford Fairmont Company

Income and Expenses, Year 1916

Income	
Royalties	None
Manufacturing Profit on Parts	10,035.71
Operating Revenue	10,035.71

Expenses

Salaries	15,547.30
Service to Licensees (Install. Exp.)	22,958.46
Litigation	.....
Research & Experimental Projects	52,033.91
Taxes Except U. S. Income	22.08
Other Operating Expenses	23,408.47
Interest	5,213.03
Operating Expenses	119,183.25
Net Operating Revenue	[109,147.54]
Other Income	None
Operating Revenue & Other Income	[109,147.54]

Deductions

Depreciation—Physical Assets	None
Net Loss—1916	[109,147.54]

Items in brackets indicate red figures.

[fol. 16305] Hartford Fairmont Company

Income and Expenses

Year 1917

Income

Royalties	11,392.51
Manufacturing Profit on Parts	5,935.80
Operating Revenue	17,328.31

Expenses

Salaries	27,168.35
Service to Licensees (Installation Exp)	22,462.36
Litigation	15,191.30
Research & Experimental Projects	23,766.06
Loss on Experimental Machines	75,314.32
Experiments on Milk Bottle Unit At Essex Glass Plant	46,709.42
Taxes Except U. S. Income	30.76
Other Operating Expenses	31,822.54
Interest	6,570.34
Operating Expenses	249,035.45
Net Operating Revenue	[231,707.14]

Other Income

Earned License Income	7,655.42
Profit on Sales of Foreign Patents	37,684.50
Total Other Income	45,339.92
Operating Revenue & Other Income	[186,367.22]

Deductions

Depreciation—Physical Assets	22,586.76
Net Loss 1917	[208,953.98]

[fol. 16306] Hartford Fairmont Company

Income and Expenses

Year 1918

Income

Royalties	81,689.21
Manufacturing Profit on Parts & Machines	21,859.59
Operating Revenue	103,548.80

Items in brackets indicate red figures.

Expenses

Salaries	29,866.12
Service to Licensees (Install. Exp.)	14,472.40
Legal—General	590.14
Research & Experimental Projects	None
Taxes except U. S. Income	331.51
Other Operating Expenses	29,128.39
Interest	2,432.16
Operating Expenses	76,820.72
Net Operating Revenue	26,728.08

Other Income

Earned License Income	21,485.41
Operating Revenue & Other Income	48,213.49

Deductions

Depreciation—Physical Assets	39,745.54
Net Profit Before Taxes	8,467.95
U. S. Income Tax	776.15
Net Profit—1918	7,691.80

[fol. 16307] Hartford Fairmont Company

Income and Expenses

Year 1919

Income

Royalties	135,964.00
Manufacturing Profit on Parts & Machines	47,790.76
Operating Revenue	183,754.76

Expenses

Salaries	34,880.15
Service to Licensees (Install. Exp.)	2,609.35
Litigation	—
Legal—General	2,523.75
Research & Experimental Projects	69,642.92
Taxes Except U. S. Income	1,665.15
Other Operating Expenses	34,463.47
Interest	430.85
Operating Expenses	146,215.64
Net Operating Revenue	37,539.12

Other Income

Earned License Income	27,232.28
Operating Revenue & Other Income	64,771.40

Deductions

Depreciation—Physical Assets	57,168.26
Net Profit Before Taxes	7,603.14
U. S. Income Tax	560.32
Net Profit—1919	7,042.82

[fol. 16308] Hartford Fairmont Company

Income and Expenses

Year 1920

Income

Royalties	237,901.10
Manufacturing Profit on Parts & Machines	78,834.78
Operating Revenue	316,735.88

Expenses	
Salaries	68,530.33
Services to Licensees (Install. Exp.)	10,258.76
Litigation	23,750.43
Legal—General	4,963.52
Research & Experimental Projects	267,632.44
Taxes Except U. S. Income	1,127.11
Other Operating Expenses	88,236.18
Interest	2,254.48
Operating Expenses	466,753.25
Net Operating Revenue	[150,017.37]
Other Income	
Earned License Income	36,860.15
Interest	
Total Other Income	36,860.15
Operating Revenue & Other Income	[113,157.22]
Deductions	
Depreciation—Physical Assets	86,998.26
Net Loss—1920	[200,155.48]

[fol. 16309] Hartford Fairmont Company

Income & Expenses

Year 1921

Income	
Royalties	292,567.94
Manufacturing Profit on Parts & Machines	15,142.98
Operating Revenue	307,710.92

Items in brackets indicate red figures.

Expenses	
Salaries	77,343.29
Service to Licensees (Install. Exp.)	15,528.45
Litigation	72,105.82
Legal—General	16,123.92
Research & Experimental Projects	123,356.54
Taxes Except U. S. Income	3,239.00
Other Operating Expenses	62,158.25
Interest	16,564.02
Discount on Notes Payable	27,075.00
Operating Expenses	413,494.29
Net Operating Revenue	[105,783.37]
Other Income	
Earned License Income	47,547.06
Operating Revenue & Other Income	[58,236.31]
Deductions	
Depreciation—Physical Assets	105,600.28
Net Loss—1921	[163,836.59]

[fol. 16310] **Hartford Fairmont Company**

Income & Expenses

Year 1922

Income	
Royalties	352,145.80
Maufacturing Profit on Parts & Machines	53,870.24
Operating Revenue	406,016.04

Items in brackets indicate red figures.

Expenses	
Salaries	111,274.40
Service to Licensees (Install. Exp.)	7,979.35
Litigation	48,317.40
Legal—General	11,863.81
Research & Experimental Projects	101,257.95
Loss 18 Narrow Neck Machines	32,561.01
Taxes Except U. S. Income	3,530.25
Other Operating Expenses	38,483.54
Interest	17,608.90
Discount on Notes Payable	26,625.00
Operating Expenses	399,501.61
Net Operating Revenue	6,514.43
Other Income	
Earned License Income	51,053.19
Interest	1,841.65
Total Other Income	52,894.84
Operating Revenue & Other Income	59,409.27
Deductions	
Depreciation—Physical Assets	141,067.70
Net Loss—1922	[81,658.43]

Item in brackets indicates red figure.

[fol. 16311] Hartford Fairmont Company

Trial Balance

December 31, 1915

	Debits	Credits
Cash in Hartford Bank	2,548.56	
Cash in Canajoharie Bank	289.66	
Petty Cash	25.00	
Traveling Fund	200.00	
Experimental Account	40,581.41	
Shop Machinery	1,990.00	
Machinery Auto Blow Press	3,566.14	
Machinery Auto. Feeders	4,000.00	
Machinery Auto. Hartford Press	42,679.83	
Shop Tools	138.74	
Erector's Tools	75.09	
General Equipment Factory	320.04	
General Equipment Office	56.75	
Clay Parts	152.25	
Feeders & Feeder Attachments	1,088.11	
Accessories Miscellaneous Parts	456.62	
Accessories Miscel. Essex Presses	89.85	
Drawings	737.40	
Patterns	279.10	
Materials	11.00	
Work in Process Merritt Job	329.51	
Installations	374.57	
Light	3.00	
Heat	1.50	
Power	45.00	
Salaries	3,576.50	
Postage	26.69	
Traveling	1,422.49	
Stationery & Office Supplies	191.52	
Freight & Express	79.48	
Rent	34.50	
Interest	1,401.38	
Insurance	611.62	
Legal	288.85	
Fairmont Plant	33,192.94	
Taxes	9.08	
Miscellaneous Expense	6,787.52	
Patents	77,338.30	
Capital Stock		210,000.00
Bills Payable		15,000.00
Trial Balance Dec. 31, 1915	225,000.00	225,000.00

[fol. 16312] Hartford Fairmont Company

Trial Balance

December 31, 1916

	Debits	Credits
Cash	2,241.32	
Petty Cash	100.00	
Traveling Fund	300.00	
Shop Machinery	3,142.00	
Drawing	11,766.35	
Patterns	5,345.00	
Feeders	36,986.56	
Auto. Mchy. Milk Bottle Press & Blow	16,384.99	
Miscel. Auto Glass Machinery	3,279.83	
Shop Tools	1,385.00	
General Equipment	2,331.00	
Jigs & Fixtures	716.05	
Clay Parts	400.11	
Accessories & Miscellaneous Parts	1,708.68	
Materials	1,577.03	
Work in Process	1,683.44	
Vergil Mulholland Special A/C	200.00	
Accounts Receivable	6,352.72	
A. R. Hunter—Drawing Account	300.00	
Patent Account	257,799.92	
Notes Payable		144,000.00
Capital Stock		210,000.00
Trial Balance Dec. 31, 1916	354,000.00	354,000.00

[fol. 16313]

Hartford Fairmont Company

Balance Sheet

December 31, 1917

Assets

Current Assets:		Dec. 31, 1917
Cash		7,730.94
Accounts Receivable		76,606.84
Inventories		38,989.48
		123,327.26
Fixed Assets:		
Drawings	17,771.78	
Patterns	6,569.35	
Shop Machinery	6,520.99	
Tools	2,907.45	
General Equipment	3,170.00	
Jigs & Fixtures	1,623.11	
	38,562.68	
Licensed Machinery	126,000.00	
	164,562.68	
Less Reserves for Deprn.	19,669.44	
		144,893.24
Patents		2,346,676.90
Total Assets		2,614,897.40

Capital Stock Liabilities & Surplus

Liabilities:	
Notes Payable	14,000.00
Accounts Payable	None
License Fees Received in Advance	118,344.58
Capital:	
Common Stock	275,000.00
Surplus-Deficit	[192,447.18]
Patent Surplus	2,400,000.00
Total Liabilities, Capital & Surplus	2,614,897.40

Item in brackets indicates red figure.

[fol. 16314] Hartford Fairmont Company

Balance Sheet

December 31, 1918

Assets

Current Assets:		Dec. 31, 1918
Cash (also Petty Cash & Traveling Fund)		6,143.01
Accounts Receivable		34,131.06
Inventories		76,397.59
		116,671.66
Fixed Assets:		
Drawings	12,224.55	
Patterns	9,481.70	
Shop Machinery	7,310.64	
Licensed Machinery	233,723.11	
Tools	3,567.92	
General Equipment	5,076.23	
Jigs & Fixtures	2,369.85	
	273,754.00	
Less Reserves for Deprn.	59,414.98	
		214,339.02
Patents		2,512,170.71
Total Assets		2,843,181.39

Capital Stock Liabilities & Surplus

Liabilities:	
Notes Payable	6,500.00
Accounts Payable	20,164.02
	26,664.02
License Fees Received in Advance	197,182.28
Capital:	
Common Stock	320,000.00
Surplus-Deficit	[100,664.91]
Patent Surplus	2,400,000.00
Total Liabilities and Capital	2,843,181.39

Item in brackets indicates red figure.

[fol. 16315] Hartford Fairmont Company

Balance Sheet

December 31, 1919

Assets

Current Assets:		Dec. 31, 1919
Cash (Also Petty Cash & Traveling Fund)		4,091.91
Accounts Receivable		58,202.25
Inventories		57,969.71
		120,263.87
Fixed Assets:		
Building	3,033.00	
Drawings	25,999.94	
Patterns	11,954.85	
Shop Machinery	8,294.73	
Licensed Machinery	296,723.11	
Tools	3,133.63	
Installation Tools	2,475.00	
General Equipment	6,773.89	
Jigs & Fixtures	4,420.35	
Narrow Neck Parts and Feeder at Salem, N. J.	23,683.65	
	386,492.15	
Less Reserves for Deprn.	113,847.23	
		272,644.92
Patents		2,532,682.33
Total Assets		2,925,591.12

Capital Stock Liabilities & Surplus

Liabilities:	
Accounts Payable	26,175.00
License Fee Paid in Advance	225,256.76
Capital:	
Common Stock	368,000.00
Surplus-Deficit	[93,840.64]
Patent Surplus	2,400,000.00
Total Liabilities and Capital	2,925,591.12

Item in brackets indicates red figure.

[fol. 16316]

Hartford Fairmont Company

Balance Sheet

December 31, 1920

Assets

Current Assets:		Dec. 31, 1920
Cash (Also Petty Cash & Traveling Fund)		22,184.74
Accounts Receivable		58,503.42
Inventories		122,795.00
		203,483.16
Fixed Assets:		
Land	16,447.30	
Building	133,641.14	
Drawings	26,497.72	
Patterns	15,464.97	
Shop Machinery	15,952.72	
Licensed Machinery	373,035.11	
Tools	4,352.62	
Installation Tools	3,633.34	
Inspectors Tools	350.68	
Feeder Tools	1,446.25	
General Equipment	10,856.78	
Shop Equipment	9,711.32	
Jigs & Fixtures	6,886.39	
Narrow Neck Parts and Feeder at Salem, N. J.	3,000.00	
6 Press & Blow Machines	72,000.00	
	693,276.34	
Less Reserves for Deprn.	187,655.49	
		505,620.85
Patents		2,330,124.60
Total Assets		3,039,228.61

Capital Stock Liabilities & Surplus

Liabilities:		
Notes Payable		45,000.00
Accounts Payable		85,196.23
		130,196.23
License Fee Paid in Advance		275,588.82
Payment Received in Advance on 15 N. N. Mchs.		45,000.00
Payment Received in Advance on 4 M. B. Mchs.		16,000.00
Capital:		
Common Stock		433,000.00
Special Surplus		39,000.00
Surplus-Deficit		[299,556.44]
Patent Surplus		2,400,000.00
Total Liabilities and Capital		3,039,228.61

Item in brackets indicates red figure.

[fol. 16317] Hartford Fairmont Company

Balance Sheet

December 31, 1921

Assets

Current Assets:		Dec. 31, 1921
Cash (Also Petty Cash & Traveling Fund)		16,693.02
Accounts Receivable		160,995.26
Inventories		325,998.00
		503,686.28
Discount on Notes Payable		27,075.00
Fixed Assets:		
Land		16,745.55
Buildings	133,760.73	
Tools	54,324.18	
Machinery & Equipment	27,138.64	
Jigs & Fixtures	7,846.13	
General Equipment	12,588.05	
Licensed Machinery	569,560.69	
Patterns	41,911.25	
Drawings	72,063.45	
	919,193.12	
Less Reserves for Deprn.	294,411.72	
		624,781.40
Patents		2,205,814.30
Total Assets		3,378,102.53

Capital Stock Liabilities & Surplus

Liabilities:	
Notes Payable	398,500.00
Accounts Payable	42,525.81
	441,025.81
License Fees Paid in Advance	441,969.75
Payments Received in Advance on Feeders	26,500.00
Payments Received in Advance on N. N. Mchs.	60,000.00
Capital:	
Common Stock	433,000.00
Special Surplus	39,000.00
Surplus-Deficit	[463,393.03]
Patent Surplus	2,400,000.00
Total Liabilities and Capital	3,378,102.53

Item in brackets indicates red figure.

[fol. 16318] Hartford Fairmont Company

Balance Sheet

December 31, 1922

Assets

		Dec. 31, 1922
Current Assets:		
Cash (Also Petty Cash & Traveling Fund)		159,340.48
Notes Receivable		31,500.00
Accounts Receivable		213,651.58
Inventories		139,594.84
		544,086.90
Fixed Assets:		
Land		16,745.55
Buildings	133,948.41	
Tools	54,935.17	
Machinery & Equipment	27,235.39	
Jigs & Fixtures	7,921.62	
General Equipment	13,424.28	
Licensed Machinery	722,383.78	
Patterns	46,103.32	
Drawings	75,323.38	
	1,081,275.35	
Less Reserves for Deprn.	435,479.42	
		645,795.93
Patents		2,116,362.70
Total Assets		3,322,991.08

Capital Stock Liabilities & Surplus

Liabilities:	
Notes Payable	361,000.00
Accounts Payable	17,548.79
	378,548.79
License Fees Paid in Advance	543,793.75
Payments Received in Advance on Feeders	7,000.00
Payments Received in Advance on P. B.Mchs.	18,000.00
Preferred Stock due Employees	48,700.00
Capital:	
Common Stock	433,000.00
Special Surplus	39,000.00
Surplus-Deficit	[545,051.46]
Patent Surplus	2,400,000.00
Total Liabilities and Capital	3,322,991.08

Item in brackets indicates red figure.

HARTFORD-EMPIRE COMPANY

BALANCE SHEET — DECEMBER 31, 1924-1923

ASSETS

FIXED ASSETS:	DEC. 31, 1924	DEC. 31, 1923
PLANT	440415.69	416167.06
LICENSED MACHINES	968854.90	833947.69
PATENTS, ETC.	5737716.86	5541353.14
TOTAL FIXED ASSETS	7146987.45	6791467.89
CURRENT ASSETS:		
CASH	154090.39	70061.95
PETTY CASH	1750.00	2100.00
DIVIDEND FUND	13072.00	20064.00
INVESTMENTS	275554.69	325187.50
SINKING FUND PREFERRED STOCK	27183.24	—
ACCOUNTS REC. DOMESTIC	186803.72	186650.99
ACCOUNTS REC. FOREIGN	71043.93	110930.64
ACCRUED INTEREST REC.	804.75	4254.04
UNEXPIRED INSURANCE	2118.35	1611.56
INVENTORIES	87998.77	207406.65
TOTAL CURRENT ASSETS	820419.84	928267.33
TOTAL ASSETS	7967407.29	7719735.13

CAPITAL STOCK:		
PREFERRED STOCK OUTSTANDING	490200.00	752400.00
COMMON STOCK OUTSTANDING	5220385.68	5220385.68
TOTAL CAPITAL STOCK	5710585.68	5972785.68
CURRENT LIABILITIES:		
ACCOUNTS PAYABLE	28265.87	37303.81
ACCRUED TAXES	21119.39	13070.31
ACCRUED DIVIDEND PREFERRED STOCK	13072.00	20064.00
OWENS BOTTLE CO ROYALTIES PAYABLE APR. TO DEC. 31	22830.39	-
HOWARD AUTOMATIC GLASS FEEDER CO	9000.00	-
TOTAL CURRENT LIABILITIES	94287.65	69438.12
SUSPENSE AND RERERVES:		
UNEARNED INCOME FROM LEASES:		
H.F.CO. DOMESTIC	413136.45	491604.99
H.E.CO. DOMESTIC	265895.93	122153.86
H.E.CO. FOREIGN	105869.00	118833.00
ADVANCE COLLECTIONS	-	60000.00
RESERVE FOR DEPRECIATION	1332234.93	881682.17
PATENT RIGHTS SUSPENSE ACCOUNT	500.00	-
TOTAL SUSPENSE AND RESERVES	2117636.31	1674276.02
SURPLUS	44877.65	3235.31
TOTAL . . .	7967407.29	7719735.13

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HARTFORD-EMPIRE COMPANY

BALANCE SHEET – DECEMBER 31, 1927–1926–1925

ASSETS

	DEC. 31, 1927	DEC. 31, 1926	DEC. 31, 1925
FIXED ASSETS:			
PLANT	681116.68	593187.17	463828.78
LICENSED MACHINES	2168623.64	1749758.85	1318336.18
PATENTS, PROJECTS, ETC.	7484254.73	8090140.07	7527600.45
TOTAL FIXED ASSETS	10333995.05	10433086.09	9309765.41
CURRENT ASSETS:			
CASH	45932.48	162605.28	77740.01
PETTY CASH	5584.96	4720.00	4835.00
DIVIDEND FUND PREF. CASH	5000.00	5733.33	16685.33
SINKING FUND PREF. CASH	45932.50	82065.10	27195.63
INVESTMENTS	75000.00	25000.00	127062.50
ACCOUNTS RECEIVABLE DOMESTIC	375941.08	346749.41	319573.13
ACCOUNTS RECEIVABLE FOREIGN	75900.40	19457.18	58945.34
ACCRUED INTEREST REC.	1050.37	446.50	1698.04
UNEXPIRED INSURANCE	16413.32	12614.87	2038.07
INVENTORIES	323446.70	206635.11	223574.70
ROYALTY RESERVE FUND CASH	131174.12	104528.91	76117.01
NOTES RECEIVABLE	63739.83	6000.00	–
TOTAL CURRENT ASSETS	1316115.76	976855.69	933464.77
TOTAL ASSETS	11650110.81	11409641.78	10243230.18

CAPITAL STOCK LIABILITIES & SURPLUS

CAPITAL STOCK:			
PREFERRED STOCK OUTSTANDING	750000.00	860000.00	860000.00
COMMON STOCK OUTSTANDING	5257885.68	5245385.68	5220385.68
TOTAL CAPITAL STOCK	6007885.68	6105385.68	6080385.68
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE	89623.73	86937.18	296419.41
ROYALTIES PAYABLE	160016.78	129425.21	101165.23
ACCRUED TAXES	76528.74	57777.57	31137.36
RESERVE FOR LITIGATION	25000.00	–	–
ACCRUED DIVIDEND, PREFERRED STOCK	5000.00	5733.33	16685.33
RESERVE FOR BAD DEBTS	30000.00	–	–
CONTINGENT TAX RESERVE	175000.00	100000.00	–
TOTAL CURRENT LIABILITIES	561169.25	379873.29	445407.33
SUSPENSE AND RESERVES:			
UNEARNED INCOME FROM LEASES:			
H.E.CO. DOMESTIC	350543.74	336433.41	397921.49
H.E.CO. DOMESTIC	1197256.00	873636.98	629961.38
H.E.CO. FOREIGN	156453.50	90359.50	110030.50
RESERVE FOR DEPRECIATION	3025324.52	3888867.07	1838958.06
OWENS' CONTRIBUTION FOR PATENTS AND LICENSES	–	941639.49	603504.02
TOTAL SUSPENSE AND RESERVES	4729577.76	6136936.45	3580375.45
SURPLUS	451478.12	787956.36	177061.72
TOTAL...	11650110.81	11409641.78	10243230.18

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ASSETS

FIXED ASSETS:	
PLANT,	710824.21
LICENSED MACHINES	2205215.82
PATENTS, PROJECTS, ETC.	8090579.73
TOTAL FIXED ASSETS	11006619.76
CURRENT ASSETS:	
CASH	431264.92
PETTY CASH	7384.96
DIVIDEND FUND-PREF.	3166.66
SINKING FUND-PREF STOCK	13764.75
INVESTMENTS	25000.00
ACCTS REC. DOMESTIC	331592.98
ACCTS. REC. FOREIGN	66541.97
ACCRUED INTEREST, REC.	2445.18
ACCRUED ROYALTIES, REC.	-
UNEXPIRED INSURANCE	17285.02
INVENTORIES	251602.82
ROYALTY RESERVE FUND CASH	129706.07
NOTES RECEIVABLE	133000.00
NOTES RECEIVABLE FOREIGN	40000.00
TOTAL CURRENT ASSETS	1,452755.33
TOTAL ASSETS	12459375.09

CAPITAL STOCK, LIABILITIES AND SURPLUS

CAPITAL STOCK:	
PREFERRED STOCK OUTSTANDING	475000.00
COMMON STOCK OUTSTANDING	4252326.36
TOTAL CAPITAL STOCK	4727326.36
CURRENT LIABILITIES:	
NOTES PAYABLE	-
ACCOUNTS PAYABLE	65944.80
OWENS BOTTLE CO.-ROYALTIES PAYABLE	156382.54
ACCRUED TAXES	34457.91
RESERVE FOR LITIGATION	25000.00
ACCRUED DIVIDEND PFD. STOCK	3166.66
RESERVE FOR BAD DEBTS	30000.00
CONTINGENT TAX RESERVE	175000.00
TOTAL CURRENT LIABILITIES	489951.91
SUSPENSE AND RESERVES:	
UNEARNED INCOME FROM LEASES:	-
M.F.CO. DOMESTIC	160048.59
M.E.CO. DOMESTIC	1408723.17
M.E.CO. FOREIGN	163670.50
ADVANCE COLLECTIONS	30000.00
RESERVE FOR DEPRECIATION	3985194.23
OWENS CONTRIBUTION FOR PATENTS & LICENSES	954758.59
TOTAL SUSPENSE AND RESERVES	6711395.08
SURPLUS	530701.74
	12459375.09

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HARTFORD-EMPIRE COMPANY

BALANCE SHEET – DEC. 31, 1931–1930–1929

	DEC. 31, 1931	DEC. 31, 1930	DEC. 31, 1929
CURRENT ASSETS			
CASH	947716.40	672546.00	779653.65
INVESTMENTS	896708.75	577102.20	386016.38
NOTES RECEIVABLE–TRADE	--	800.00	21750.00
ACCOUNTS RECEIVABLE–TRADE	201248.39	331220.19	356342.49
ACCRUED INTEREST–RECEIVABLE	321.18	744.49	785.33
ACCRUED INTEREST–RECEIVABLE–BONDS	2975.01	752.09	1087.37
ACCRUED INTEREST–SAVINGS DEPOSITS	325.00	270.83	--
FINISHED PARTS MAT & SUPPLIES	178666.91	231199.97	113537.04
MACHINES AND PARTS IN PROCESS	58606.10	76586.92	238871.97
TOTAL CURRENT ASSETS	2276657.74	1891232.69	1897073.63
FIXED ASSETS			
PATENTS	7363768.13	6983966.30	6931193.29
LICENSED MACHINES	2737939.35	2676512.19	2462332.00
LAND	87272.16	87272.16	26531.17
BUILDINGS	261577.80	261287.80	251939.29
MACHINERY AND EQUIPMENT	577384.42	554646.52	453666.51
H.E.CO. EXPERIMENTAL PLANT	183669.76	184402.76	40183.60
STOCKS OF ASSOCIATED COMPANIES	197199.64	197199.64	197199.64
NOTES OF ASSOCIATED COMPANIES	2400.00	2000.00	1250.00
NOTES MATURING AFTER DEC. 31ST.	12050.00	30050.00	73400.00
TOTAL FIXED ASSETS	11429681.26	10979137.37	10437695.50
OTHER ASSETS			
DEVELOPMENT WORK IN PROCESS	128359.50	60876.42	39282.40
DUE ON STOCK PURCHASE PLAN	14366.98	18285.59	22918.70
UNEXPIRED INSURANCE	26516.72	24675.32	20143.88
TOTAL	169243.20	103837.33	82344.98
TOTAL ASSETS	13869582.20	12974207.39	12418014.11

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HARTFORD-EMPIRE COMPANY

BALANCE SHEET - DECEMBER 31, 1931-1930-1929

LIABILITIES	DEC. 31, 1931	DEC. 31, 1930	DEC. 31, 1929
ACCOUNTS PAYABLE	34288.08	158166.92	334717.43
ROYALTIES PAYABLE	204539.78	-	-
ACCRUED FEDERAL INCOME TAX	24887.27	38526.18	34130.85
ACCRUED MISCELLANEOUS TAXES	4259.84	3730.09	3041.44
ACCRUED DIVIDEND	64400.00	64400.00	92000.00
TOTAL LIABILITIES	332374.97	264823.19	463889.72
DEFERRED INCOME			
UNEARNED INCOME	1499582.57	1749625.62	1836534.35
UNEARNED LICENSE ROYALTIES	294601.38	321016.62	347431.86
ADVANCE COLLECTIONS	3593.32	5000.00	5000.00
TOTAL DEFERRED INCOME	1797777.27	2075842.24	2189966.21
DEPRECIATION RESERVES			
PATENTS	3951259.92	3504273.14	3056978.40
LICENSED MACHINES	1478396.90	1570164.35	1292683.55
PLANT PROPERTY	514303.68	451622.17	398323.38
TOTAL DEPRECIATION RESERVES	6343960.50	5526059.66	4747985.33
SURPLUS RESERVES			
ADDITIONAL TAXES	125000.00	125000.00	125000.00
LITIGATION	25000.00	25000.00	25000.00
TOTAL SURPLUS RESERVES	150000.00	150000.00	150000.00
CAPITAL			
6% CUMULATIVE PREFERRED STOCK			
COMMON STOCK	4260551.36	4260551.36	4260551.36
UNDIVIDED PROFITS	984918.10	697131.14	606621.48
TOTAL CAPITAL	5245469.46	4957682.50	4867172.84
TOTAL LIABILITIES, RESERVES AND CAPITAL	13869582.20	12974207.59	12418014.11

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HARTFORD-EMPIRE COMPANY

BALANCE SHEET — DECEMBER 31, 1932

CURRENT ASSETS	
CASH	976101.65
INVESTMENTS	1483246.38
NOTES RECEIVABLE-TRADE	7325.00
NOTES REC. INFRINGEMENT DAMAGES	72500.01
ACCOUNTS RECEIVABLE-TRADE	260001.25
ACCRUED INTEREST REC-INVESTMENTS	7658.59
ACCRUED INTEREST REC-NOTES	629.70
FINISHED PARTS MAT & SUPPLIES	142767.49
MACHINES AND PARTS IN PROCESS	50267.20
TOTAL CURRENT ASSETS	2999500.48
FIXED ASSETS	
PATENTS	7528843.94
LICENSED MACHINES	2802142.84
LAND	67272.16
BUILDINGS	268027.80
MACHINERY & EQUIPMENT	590031.77
H.E.CO. EXPERIMENTAL PLANT	184377.17
STOCKS OF ASSOCIATED COMPANIES	254240.60
NOTES OF ASSOCIATED COMPANIES	2400.00
NOTES MATURING AFTER DEC. 31, 1932	25665.00
TOTAL FIXED ASSETS	11737010.28
OTHER ASSETS	
DEVELOPMENT WORK IN PROCESS	21821.66
REFRACTORY DIVISION SUSPENSE	—
DUE ON STOCK PURCHASE PLAN	10338.10
UNEXPIRED INSURANCE	33572.14
TOTAL	65951.90
TOTAL ASSETS	14799479.66
LIABILITIES	
ACCOUNTS PAYABLE	3824.64
ROYALTIES PAYABLE	174188.21
ACCRUED FEDERAL INCOME TAX 1931	—
ACCRUED FEDERAL INCOME TAX 1932	35093.70
ACCRUED MISCELLANEOUS TAXES	3785.72
ACCRUED DIVIDEND	115000.00
TOTAL LIABILITIES	366296.77
DEFERRED INCOME	
UNEARNED INCOME	1729784.26
UNEARNED LICENSE ROYALTIES	268186.14
TOTAL DEFERRED INCOME	1997970.40
DEPRECIATION RESERVES	
PATENTS	4421655.43
LICENSED MACHINES	2060887.39
PLANT PROPERTY	574326.91
TOTAL DEPRECIATION RESERVES	7056869.73
SURPLUS RESERVES	
ADDITIONAL TAXES	125000.00
LITIGATION	—
TOTAL SURPLUS RESERVES	125000.00
CAPITAL	
6% CUMULATIVE PREFERRED STOCK	
COMMON STOCK	4267651.36
UNDIVIDED PROFITS	986682.90
TOTAL CAPITAL	5443334.26
TOTAL LIABILITIES, RESERVES AND CAPITAL	14799479.66

HARTFORD-EMPIRE COMPANY

BALANCE SHEET – DECEMBER 31, 1934-1933-1932

	DEC. 31,1934	DEC. 31,1933	DEC. 31,1932
CURRENT ASSETS			
CASH	720452.29	720880.97	
CASH RESERVE FUND	290474.78	248598.40	
TRADE RECEIVABLES-ACCOUNTS	354396.98	381988.39	
" " NOTES	28388.08	28884.49	
DAMAGES RECEIVABLE-ACCOUNTS	100000.00	125000.00	
" " NOTES	14888.84	20788.17	
INTEREST RECEIVABLE ON SECURITIES	7948.88	8919.38	
" " " NOTES	488.28	68.88	
SECURITIES MARKETABLE	2053998.92	1918291.88	
INVENTORY-FINISHED MACHINES & PARTS	358715.11	289488.00	
" SHOP WORK IN PROCESS	11180.76	11723.81	
STOCK PURCHASE SUBSCRIPTIONS	4188.75	9077.38	
UNEXPIRED INSURANCE	39488.44	38788.48	
TOTAL	3977607.11	3893035.88	
FIXED ASSETS			
LAND, BLDGS.,ETC. LESS DEPRN.	607568.18	526649.17	
LICENSED MACHINES LESS DEPRN.	756940.03	685697.30	
PATENTS & LICENSES LESS DEPRN.	2711984.03	3134000.58	
DEVELOPMENT WORK IN PROCESS	134553.91	76935.44	
TOTAL	4211046.15	4403282.49	
ASSOCIATED COS. ADVANCES, ETC.	14693.49	14516.00	
TOTAL ASSETS	8203346.75	8112834.32	
LIABILITIES			
PAYABLES-NOTES			
ACCOUNTS	51763.43	42402.47	
ROYALTIES	412111.21	358135.71	
COMMISSION	4824.66	5695.04	
ACCRUALS FEDERAL TAX-	97376.19	91738.74	
MISCELLANEOUS TAXES	8061.70	8217.73	
DIVIDEND	–	138000.00	
TOTAL	574137.19	644209.69	
DEFERRED LICENSES PAYABLE			
DEFERRED INCOME	1873313.13	1952150.23	
RESERVE-BAD DEBTS			
RESERVE-TAXES	40408.96	40408.96	
RESERVE-OBSOLESCENCE OF PATENT RIGHTS			
RESERVE-OBSOLESCENCE OF LICENSED MACHS.			
RESERVE-UNSUCCESSFUL DEVELOPMENTS			
CAPITAL			
CAPITAL STOCK	4262921.36	4262651.36	
SURPLUS	1443566.11	1204414.08	
TOTAL	5706487.47	5467065.44	
TOTAL LIABILITIES AND CAPITAL	8203346.75	8112834.32	

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HARTFORD-EMPIRE COMPANY

BALANCE SHEET - DECEMBER 31, 1937-1936-1935

	Dec. 31, 1937	Dec. 31, 1936	Dec. 31, 1935
CURRENT ASSETS			
Cash	711222.07	1227688.66	1111490.62
Cash Reserve Fund	229035.47	243130.53	185128.79
Trade Receivables-Accounts	561439.79	598969.10	450942.83
" " Notes	32252.13	66081.62	34965.23
Sundries Receivable-Accounts	32983.34	65966.67	75000.00
" " Notes	-	-	12433.37
Interest Receivable on Securities	3136.04	3206.25	7202.08
" " " Notes	915.91	1821.24	874.74
Securities Marketable	2702996.67	2176265.44	1865022.66
Inventory-Finished Machines & Parts	508297.94	374132.56	324578.63
" Shop Work in Process	27075.53	36201.07	13901.31
Stock Purchase Subscriptions	10000.00	-	2424.00
Unexpired Insurance & Interest	71490.21	47728.00	43495.75
TOTAL	4890845.10	4841189.14	4127460.21
FIXED ASSETS			
Land, Bldgs., etc. Less Depn.	645635.23	636797.18	631076.05
Machinery & Equipment Less Depn.	1754732.63	1326343.96	1215554.03
Patents & Licenses Less Depn.	3375671.94	4313553.43	5227272.21
Development Cost in Process	180443.28	163280.50	150432.68
TOTAL	5956483.08	6439975.07	7224334.97
Affiliated Cos. Advances, etc.	161350.00	48000.00	-
TOTAL ASSETS	11008678.18	11329164.21	11351795.18
LIABILITIES			
Payables-Notes	490000.00	-	-
Accounts	116266.07	139117.58	61379.36	
Royalties	317385.44	358778.80	260660.06
Commission	-	-	2589.96
[illegible]			
Accruals Federal Tax-1936	310079.99	352993.98	184319.47
Miscellaneous Taxes	93656.03	64626.31	10752.09
TOTAL	1327387.53	915515.67	469699.94
Deferred Licenses Payable	250000.00	1250000.00	2250000.00
Deferred Income	1896403.43	1767046.76	1761313.54
Reserve-Bad Debts	91169.89	54169.89	26000.00
Reserve-Taxes	250000.00	150000.00	150000.00
Reserve-Obsolescence of Patent Rights	1200000.00	1200000.00	900000.00
Reserve-Obsolescence of Licensed Machs.	335000.00	335000.00	250000.00
Reserve-Unsuccessful Developments	200000.00	200000.00	150000.00
CAPITAL			
Capital Stock	4275421.36	4262921.36	4262921.36
Surplus	1183295.97	1194510.53	1146870.34
TOTAL	5458717.33	5457431.89	5409791.70
TOTAL LIABILITIES AND CAPITAL	11008678.18	11329164.21	11351795.18

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[illegible]

BALANCE SHEET - DECEMBER 31,1939 & 1938

	Dec. 31, 1939	Dec. 31, 1938	
CURRENT ASSETS			
CASH	1814333.31	730545.40	
CASH RESERVE FUND	273114.09	222090.09	
TRADE RECEIVABLES-ACCOUNTS	680887.37	396279.44	
" " NOTES	33415.12	34330.22	
DAMAGES RECEIVABLE-ACCOUNTS	-	-	
" " NOTES	7500.00	-	
INTEREST RECEIVABLE ON SECURITIES	1970.42	3141.87	
" " " NOTES	725.39	72.69	
SECURITIES MARKETABLE	1958434.85	2831476.38	
INVENTORY-FINISHED MACHINES & PARTS L	339914.83	442814.21	
" SHOP WORK IN PROCESS L	23162.44	16025.79	
STOCK PURCHASE SUBSCRIPTIONS	5000.00	10000.00	
UNEXPIRED INSURANCE & [illegible]	[illegible]	[illegible]	
TOTAL	[illegible]	[illegible]	
FIXED ASSETS			
LAND, BLDGS.,ETC. LESS DEPRN.	703806.88	641976.28	
LICENSED MACHINES LESS DEPRN.	2111740.98	1840508.46	
PATENTS & LICENCES LESS DEPRN.	2313471.81	2736452.11	
DEVELOPMENT WORK IN PROCESS	[illegible]	[illegible]	
TOTAL	5236054.39	5433421.88	
ASSOCIATED COS. ADVANCES, ETC.	[illegible]	[illegible]	
TOTAL ASSETS	11096930.67	10457791.69	
LIABILITIES			
PAYABLES-ACCOUNTS	163992.44	126796.56	
ROYALTIES	391507.73	327933.80	
COMMISSION	-	-	
FEDERAL TAX-1932	-	-	
ACCRUALS-FEDERAL TAX-1939	371494.22	256807.11	
MISCELLANEOUS TAXES	134249.99	107703.13	
DIVIDEND	-	-	
TOTAL	1061244.38	821242.60	
DEFERRED INCOME	1957472.37	1860312.40	
RESERVE-BAD DEBTS	105169.89	96169.89	
RESERVE-TAXES	250000.00	250000.00	
RESERVE-OBSOLESCENCE OF PATENT RIGHTS	1200000.00	1200000.00	
RESERVE-OBSOLESCENCE OF LICENSED MCHS.	335000.00	335000.00	
RESERVE-UNSUCCESSFUL DEVELOPMENTS	100000.00	200000.00	
CAPITAL			
CAPITAL STOCK 487500 SHARES	4328131.69	4328131.69	
SURPLUS	1758912.34	[illegible]	
TOTAL	[illegible]	[illegible]	
TOTAL LIABILITIES AND CAPITAL	[illegible]	[illegible]	

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HARTFORD-EMPIRE COMPANY

STATEMENT OF PROFIT AND LOSS

DECEMBER 31,1929

DOMESTIC REVENUE	DECEMBER 31,1929
ROYALTIES	637882.62
INCOME FROM LEASES	58779.36
PROFIT ON SALES OF PARTS	45391.08
DOMESTIC REVENUE	741863.06
DEPRECIATION	446202.75
DOMESTIC AND GENERAL EXPS	213485.31
DOMESTIC INCOME	82175.00
FOREIGN REVENUE	
ROYALTIES	-
INCOME FROM LEASES	4165.00
PROFIT SALES FOR. PATS.	38674.16
FOREIGN REVENUE	42839.16
FOREIGN EXPENSES	23623.15
FOREIGN INCOME	19216.01
TOTAL DOMESTIC AND FOREIGN INCOME	101391.01
ADDITIONS TO INCOME	
INTEREST	12738.24
INVENTORY ADJUSTMENT ACCOUNT	10616.46
RECOVERY ON 3 OBSOLETE LEHRS	-
ADJUST ON CORNING MACHINES	-
DISCOUNT RECEIVED ON PREFERRED STOCK	1210.00
SERVICE	9411.44
PROFIT ON INVESTMENTS	* (32.81)
HOCKING FIRE LOSS ACCOUNT	-
TOTAL INCOME	135334.34
DEDUCTIONS FROM INCOME	
SPECIAL BURDEN	18615.27
ROYALTIES PAYABLE OWENS	-
LOSS ON P & B MACHS.P.N.FEEDERS & LEHRS	30824.74
PREMIUM PAID ON PREFERRED STOCK	-
H.E.CO. PROFIT AND LOSS ACCOUNT	5444.97
DIVIDENDS - PREFERRED	77214.05
DIVIDENDS COMMON	-
NET INCOME	3235.31

* CIRCLED ITEM INDICATES RED FIGURES.

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HARTFORD EMPIRE COMPANY

STATEMENT OF PROFIT AND LOSS

DECEMBER 31, 1925 – 1924

DOMESTIC REVENUE	DEC. 31, 1925	DEC. 31, 1924
ROYALTIES	946624.29	720230.90
INCOME FROM LEASES	115806.07	74547.37
PROFIT ON SALES OF PARTS	31313.50	28044.77
DOMESTIC REVENUE	1093343.86	822823.04
DEPRECIATION	489523.13	455837.35
DOMESTIC AND GENERAL EXPS.	264016.36	190440.95
TOTAL DOMESTIC EXPS. AND DEPRN.	753539.49	646278.30
DOMESTIC INCOME	339804.37	176544.74
FOREIGN REVENUE		
ROYALTIES	–	–
INCOME FROM LEASES	11256.50	10546.00
PROFIT SALES FOR. PATS.	56644.83	10897.45
PROFIT FOR. SALES MACHINES PARTS, ETC.	6210.81	1857.24
FOREIGN REVENUE	74114.14	23300.69
FORFIGN EXPENSES	20352.97	16628.66
FOREIGN INCOME	53761.17	6672.03
TOTAL DOMESTIC AND FOREIGN INCOME	393765.54	183216.77
ADDITIONS TO INCOME		
INTEREST	1389.51	17715.48
PROFIT ON INVESTMENTS	757.82	289.06
SALES-VARIOUS	75.00	–
RECOVERY ON 3 OBSOLETE LEHRS	–	7799.03
ADJUSTMENT ON CORNING MACHINES	–	3065.99
HOCKING FIRE LOSS ACCOUNT	–	436.55
TOTAL INCOME	395887.87	212522.88
DEDUCTIONS FROM INCOME		
SPECIAL BURDEN	7821.14	20908.65
ROYALTIES PAYABLE OTHERS	141243.27	22830.39
UNDISTRIBUTED INDIRECT MFG. ACCOUNT	–	283.75
INVENTORY ADJUSTMENT ACCOUNT	1207.59	*(851.49)
LOSS ON STANDARD LEHR OBSOLETE	14089.22	–
LOSS ON STD HOWARD FEEDERS OBSOLETE	426.25	–
* PATENT SOLD TO MFD. SPECIAL	1.00	–
* PREMIUM PAID ON PREF. STOCK	5706.00	4000.00
NET INCOME BEFORE DIVIDENDS	225393.40	165351.38
DIVIDEND PREFERRED	35221.33	31717.04
DIVIDEND COMMON	107988.00	71992.00
NET INCOME	82184.07	41642.34

* PATENT SOLD TO MFD. SPECIAL	CHG. TO SURPLUS	* 1.00	–
* PREMIUM PAID ON PREF. STOCK	CHG. TO SURPLUS	5706.00	4000.00

* CIRCLED ITEM INDICATES RED FIGURES.

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HARTFORD-EMPIRE COMPANY

STATEMENT OF PROFIT AND LOSS

DECEMBER 31, 1927 AND 1926

DOMESTIC REVENUE

	Dec. 31, 1927	Dec. 31, 1926
ROYALTIES	1673902.45	1423936.10
INCOME FROM LEASES	253552.71	178263.68
PROFIT ON SALES OF PARTS	43681.99	53356.37
DOMESTIC REVENUE	1971137.15	1655576.15
DEPRECIATION	647578.51	552709.01
DOMESTIC AND GENERAL EXPS.	558022.80	369382.45
TOTAL DOMESTIC EXP. AND DEPRN.	1205601.31	922091.46
DOMESTIC INCOME	765535.84	733484.69

FOREIGN REVENUE

ROYALTIES	—	—
INCOME FROM LEASES-EARNED	40146.24	11271.00
PROFIT SALES FOR. PATS.	31976.52	70883.75
PROFIT FOR. SALES MACHINES, PARTS, ETC.	17504.48	11876.35
FOREIGN REVENUE	89627.24	94031.10
FOREIGN EXPENSES	9328.06	20927.85
FOREIGN INCOME	80299.18	73103.25
TOTAL DOMESTIC AND FOREIGN INCOME	845835.02	806587.94

ADDITIONS TO INCOME

INTEREST	11936.67	7492.45
DIVIDENDS RECEIVED	—	26000.00
DEPRECIATION ADJ. PATENTS 1923 TO 1926 INC.	18321.06	—
FIRE LOSS ACCT. INDUST. CONVEYOR		11.61
TOTAL INCOME	876092.75	840092.00

DEDUCTIONS FROM INCOME

SPECIAL BURDEN	12338.89	8586.84
ROYALTIES PAYABLE OWENS	420662.10	369319.76
UNDISTRIBUTED INDIRECT MFG. A/C	5065.43	—
UNADJUSTED TAXES FROM YEARS 1917 TO 1923	75000.00	100000.00
PROFIT AND LOSS ON INVESTMENTS	—	1125.00
•PREMIUM PAID ON PREF. STOCK CALL	2200.00	—
INVENTORY ADJUSTMENTS	4522.87	8010.36
ONE HALF REFRACTORY COSTS	5023.86	—
LOSS ON STD P.N. FEEDERS	9346.71	17266.13
LOSS ON E MACHINES	5707.80	—
LOSS ON HWD FEEDERS	223.66	650.00
WHITALL TATUM FIRE LOSS ACCOUNT	—	56.27
NET BEFORE DIVIDEND	335401.43	339077.64
DIVIDEND-PREFERRED	61466.67	68800.00
DIVIDEND-COMMON	110113.00	109383.00
NET INCOME	163821.76	160894.64

• PREMIUM PAID ON PREF. STOCK CALL 2200.00
CHARGE TO SURPLUS

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HARTFORD EMPIRE COMPANY

STATEMENT OF PROFIT AND LOSS

DECEMBER 31, 1928

ROYALTY EARNED	1744886.01	
ROYALTIES PAYABLE	400952.26	
NET ROYALTIES	1343933.75	
INCOME FROM LEASED-EARNED	336448.17	
PROFIT ON SALES OF PARTS & MACHINES	40827.53	
DOMESTIC REVENUE		1721209.45
LITIGATION	187358.48	
DOMESTIC & GENERAL EXP'S.	308992.16	
SPECIAL BURDEN	126932.68	
DEPRECIATION	743913.30	
TOTAL DOMESTIC EXP. & DEPN.		1428196.63
DOMESTIC INCOME		293012.82
FOREIGN NET PROFIT		22032.38
DOMESTIC AND FOREIGN INCOME		315045.20
OTHER INCOME-INTEREST, ETC.		20704.10
RENTAL OF LAND, ETC.		291.82
TOTAL INCOME		336041.12
MISCELLANEOUS DEDUCTIONS		
REFRACTORY COSTS WRITTEN OFF	5023.85	
PREMIUM ON PREFERRED STOCK CALL	8250.00	
INVENTORY ADJUSTMENT	• (2402.57)	
UNDISTRIBUTED OVERHEAD ETC.	• (1584.50)	
PAST MOLD DEV. WRITTEN OFF	70478.08	
UNADJUSTED TAXES-PRIOR YEARS	-	
LOSS ON STANDARD MACHINES	33386.05	114250.92
NET INCOME BEFORE DIVIDENDS		221790.20
DIVIDEND - PREFERRED		46666.66
DIVIDEND - COMMON		137717.50
NET INCOME		37406.04

• PREMIUM ON PREFERRED STOCK CALL CHG. TO SURPLUS 8250.00

• CIRCLED ITEMS INDICATE RED FIGURES

16331

8537

HARTFORD-EMPIRE COMPANY

STATEMENT OF PROFIT AND LOSS

DECEMBER 31,1929

ROYALTIES – NET		1474995.96
GROSS PROFIT ON PARTS ETC		89301.90
TOTAL OPERATING INCOME		1564297.86
SALARIES–OPERATING DEPTS.	197086.93	
EXPENSES–OPERATING DEPTS.	126370.13	
LITIGATION–SALARIES AND EXPENSES	132246.87	
TOTAL OPERATING EXPENSES	455703.93	
NET OPERATING INCOME		1107693.93
SALARIES–PATENT DEPT.	15480.88	
SALARIES–TECHNICAL DEPT	56222.75	
EXPENSES–PATENT DEPT.	45111.73	
EXPENSES–TECHNICAL DEPT	13888.80	
EXPENSES–DEVELOPMENT	70704.29	
TOTAL	201378.45	
BALANCE AFTER PATENT AND TECHNICAL		906315.48
RENTALS OF MACHINES	290564.32	
LICENSE ROYALTIES	2568.14	
PROFIT ON SALE OF RIGHTS	88313.46	
PROFIT ON SALE OF SECURITIES	921.88	
INCOME FROM INVESTMENTS	452.93	
INTEREST AND MISCELLANEOUS	18449.19	
TOTAL OTHER INCOME	401269.92	
TOTAL INCOME BEFORE DEPRECIATION AND TAXES		1307585.40
INVENTORY ADJUSTMENT	24050.73	
DEVELOPMENT WORK WRITTEN OFF	117333.31	
FIRE LOSS	63.70	
BAD DEBTS WRITTEN OFF	30820.27	
LOSS ON PROPERTY DISCARDED OR SOLD	• (82.82)	
LOSS ON OBSOLETE PARTS SCRAPPED	4648.72	
DEPRECIATION OF PLANT	41940.13	
DEPRECIATION OF LICENSED MACHINES	296759.74	
AMORTIZATION OF PATENTS	491324.89	
FEDERAL INCOME TAX ACCRUED	94130.88	
TOTAL DEDUCTIONS	1031094.01	
	276990.39	
REDUCTION IN FEDERAL TAX RESERVE	30000.00	
NET PROFIT	306990.39	

• CIRCLED ITEM INDICATES RED FIGURE.

16332

8538

HARTFORD ENGINE COMPANY

STATEMENT OF PROFIT & LOSS

DECEMBER 31, 1931–1930

	Dec. 31, 1931	Dec. 31, 1930
ROYALTIES–NET	1275312.69	1580128.90
GROSS PROFIT ON PARTS, ETC	57345.79	89222.27
TOTAL OPERATING INCOME	1332658.38	1670352.17
SALARIES–OPERATING DEPTS.	187308.40	209891.08
EXPENSES–OPERATING DEPTS.	103485.96	101118.53
LITIGATION–SALARIES AND EXPENSES	125979.19	100720.04
TOTAL OPERATING EXPENSES	416970.55	411730.25
NET OPERATING INCOME	915687.83	1258621.92
SALARIES–PATENT DEPT.	18420.98	17832.93
SALARIES–DEVELOPMENT DEPT.	51622.67	50354.99
SALARIES–EXPERIMENTAL PLANT	17803.42	11974.90
EXPENSES–PATENT DEPT	38881.19	38397.73
DEVELOPMENT DEPT. EXPENSE	9688.71	12637.34
DEVELOPMENT DEPT. EXP. PLANT EXP.	76560.98	54494.95
DEVELOPMENT DEPT EXP. ORDERS	105916.09	18734.23
TOTAL	318894.04	204426.47
BALANCE AFTER PATENT AND DEVELOPMENT	596793.79	1054195.45
RENTAL OF MACHINES	352643.05	353627.73
LICENSE ROYALTIES	26415.24	26415.24
PROFIT ON SALE OF PATENT RIGHTS	11097.43	29637.73
PROFIT ON SALE OF SECURITIES	—	406.15
INCOME FROM INVESTMENTS	51047.84	34368.04
INTEREST AND MISCELLANEOUS	21107.14	21618.56
TOTAL OTHER INCOME	462310.40	466365.45
TOTAL INCOME BEFORE DEPRECIA[illegible]N AND TAXES	1059104.19	1520560.90
INVENTORY ADJUSTMENT	33493.68	• (7301.68)
DEVELOPMENT WRITTEN OFF	27356.62	124018.34
BAD DEBTS RECOVERED	• (42741.79)	206746.25
SPECIAL LEGAL AND AUDITING	2916.84	4775.42
PROFIT & LOSS ON PROP. DISCARD & SOLD	410.48	—
LOSS ON OBSOLETE PARTS SCRAPPED	5661.25	4454.16
LOSS ON STD. MCHS. SCRAPPED	• (34.46)	12449.01
DEPRECIATION OF PLANT	52059.18	47496.33
DEPRECIATION OF LIC. MACHINES	329936.18	320721.60
AMORTIZATION OF PATENTS	403480.41	437365.05
FEDERAL INCOME TAX ACCRUED	24677.46	38526.18
TOTAL DEDUCTIONS	831216.05	1209251.25
NET PROFIT	227877.34	311309.65

• CIRCLED ITEMS INDICATE RED FIGURES.

16330

8539

STATEMENT OF PROFIT AND LOSS

DECEMBER 31, 1933 – 1932

	DEC. 31, 1933	DEC. 31, 1932
ROYALTIES-NET	1720892.00	1334488.85
GROSS PROFIT ON PARTS, ETC.	61520.86	41402.34
TOTAL OPERATING INCOME	1788412.86	1375891.19
SALARIES-OPERATING DEPTS.	205954.45	182077.33
EXPENSES-OPERATING DEPTS.	202233.79	128925.95
LITIGATION-GAL. EXP. & OUTS. CHGS	65069.00	88192.77
TOTAL OPERATING EXPENSES	473257.24	399196.05
NET OPERATING INCOME	1315155.62	976695.14
SALARIES-PATENT DEPT.	21149.11	17540.38
SALARIES-DEVELOPMENT	48915.44	47905.70
SALARIES-EXPERIMENTAL PLANT	11825.78	4125.35
EXPENSES-PATENT DEPT.	28330.94	37003.03
DEVELOPMENT DEPT EXPENSE	6584.48	7639.19
DEVELOPMENT DEPT. EXP. PLANT EXP.	63599.64	26176.08
DEVELOPMENT DEPT. EXP. PROJECTS	151899.26	91341.76
TOTAL	332304.65	231731.49
BALANCE AFTER PATENT AND DEVELOPMENT	982850.97	744963.65
RENTAL OF MACHINES	309086.57	360492.43
LICENSE ROYALTIES	34559.60	26915.24
INCOME FROM INVESTMENTS	70935.55	55213.93
INTEREST AND MISCELLANEOUS	8248.56	14074.59
INFRING. DAMAGE BROOKWAY – N.E.CO. PROP.	69416.63	76500.00
PROFIT ON SALE OF PATENT RIGHTS	15471.59	–
NET FROM GLENSHAW-VIOLATION OF CONTRACTS	–	7250.00
REP. EXP.-PRIOR YEARS FOR CORHART STOCK & FOR. PAT.	–	36127.15
ELIMINATION OF RESERVE FOR LITIGATION	–	25000.00
TOTAL OTHER INCOME	507718.50	601573.34
TOTAL INCOME BEFORE DEPRECIATION AND TAXES	1490569.47	1346536.99
SPECIAL LEGAL AND AUDITING	2319.18	16792.20
SPECIAL INVESTIGATION	26306.29	–
ROYALTIES PAID KUCERA	8000.00	2666.64
LOSS ON OBSOLETE PARTS SCRAPPED	1704.90	2867.25
LOSS ON SALE OF SECURITIES	6306.27	91474.74
OBSOLETED MACHINES SCRAPPED	24898.99	50831.03
DEVELOPMENT WRITTEN OFF	–	132854.02
BAD DEBTS-THREE RIVERS GLASS CO.	–	4800.41
BAD DEBTS RECOVERED	–	• (39684.10)
ADJ. OF ALL INVENTORIES DEC. 31ST	• (3699.53)	1662.16
DEPRECIATION OF PLANT	42802.66	47791.74
DEPRECIATION OF LIC. WCHS	214940.60	246050.68
AMORTIZATION OF PATENTS	420781.69	416371.77
AMORTIZATION OF LIC. RIGHTS ACQUIRED	13073.62	–
FEDERAL INCOME TAX ACCRUED	89313.42	93093.70
TOTAL DEDUCTIONS	852838.29	1019572.19
NET PROFIT	637731.18	326964.80
ADJUSTMENTS:–		
REF. EXP. FOR CORHART STOCK AND FOREIGN PATENTS	–	• (36127.15)
ELIMINATION OF RESERVE FOR LITIGATION	–	• (25000.00)
NET PROFIT AFTER ADJUSTMENTS CHARGE TO SURPLUS	637731.18	265837.65

• CIRCLED ITEMS INDICATE RED FIGURES

16334

8540

HARTFORD-EMPIRE COMPANY

STATEMENT OF INCOME

DECEMBER 31, 1937-1936-1935-1934

	DEC. 31, 1937	DEC. 31, 1936	DEC. 31, 1935	DEC. 31, 1934
REVENUE				
ROYALTIES	4061300.79	3599970.69	2248257.14	1911470.31
MANUFACTURING PROFIT PARTS	151919.43	120581.91	64724.74	64792.80
TOTAL REVENUE	4213220.22	3720552.60	2312981.88	1976263.11
OPERATING EXPENSE				
ADMINISTRATIVE & GENERAL	251229.21	222401.61	130705.03	116417.70
PATENT LAW	100648.42	92280.07	178401.33	148715.61
SURVEY & STATISTICAL	51325.15	46057.08	23697.06	23800.00
SALES-LICENSE	246463.89	204161.65	167445.69	158741.53
FINANCIAL	38009.53	33380.28	31832.37	30647.80
ENGINEERING-GENERAL	174895.08	—	307219.28	216336.11
TOTAL OPERATING EXPENSE	862271.28	598370.67	839101.66	806659.75
RESEARCH & DEVELOPMENT(PROJECTS)	297099.11	365917.23		
TOTAL	1159370.39	964087.90		
NET OPERATING REVENUE	3053849.83	2756464.70	1473880.02	1169603.36
OTHER INCOME				
INCOME FROM SECURITIES	179238.26	127061.42	127362.46	99378.05
PROFIT ON SECURITIES SOLD	• 3442.28	• 4230.70	1209.91	• 13695.37
INTEREST AND MISCELLANEOUS	3638.27	3712.68	3303.74	5674.21
EARNED LICENSE INCOME	353220.68	308205.78	348868.50	330718.10
INFRINGEMENT DAMAGES	—	25950.00	—	• 2250.00
PROFIT ON SALE OF PATENT RIGHTS	18941.17	73341.18	23816.25	323.54
TOTAL OTHER INCOME	551596.01	538240.36	502360.95	418336.56
TOTAL INCOME	3605445.84	3294705.06	1956040.97	1587740.10
DEDUCTIONS				
DEPR. PLANT, ETC.-MDS-INV. ADJ. ETC.	350910.22	280521.00	253981.59	207647.40
AMORTIZATION OF PATENT RIGHTS	956809.69	964200.61	389748.57	457384.10
FEDERAL INCOME TAX ACCRUED	310372.46	352992.98	134308.47	97376.15
SPECIAL	53233.19	34570.11	33296.31	28047.60
FOREIGN COMMISSIONS			• 126.60	8128.60
TOTAL DEDUCTIONS	1671325.56	1612284.70	991208.32	898585.01
NET INCOME	1934120.28	1682420.36	964832.65	689155.07

• CIRCLED ITEMS INDICATE RED FIGURES

16335

8541

HARTFORD-EMPIRE COMPANY

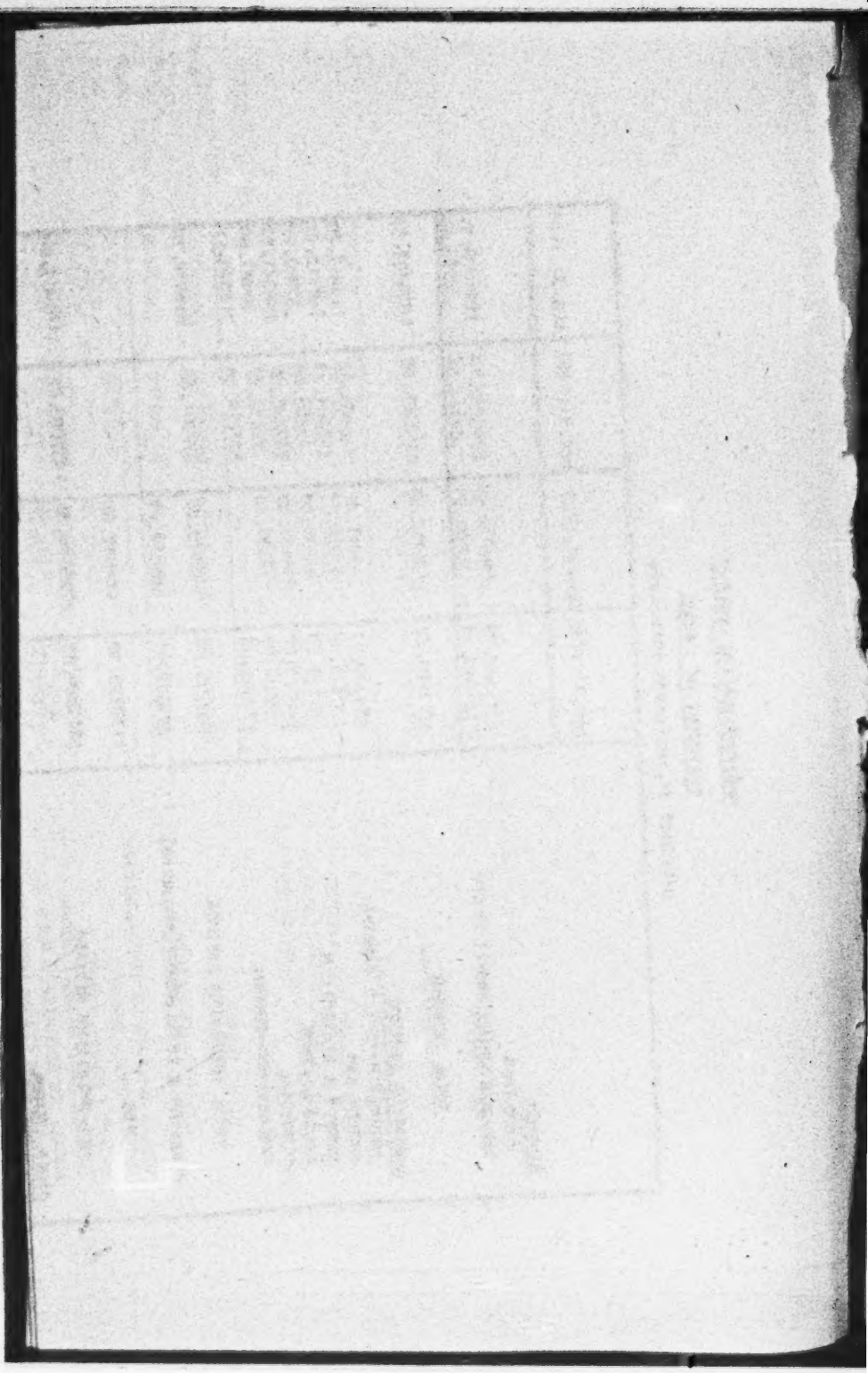
STATEMENT OF INCOME

DECEMBER 31, 1939 AND 1938

		DEC. 31, 1939	DEC. 31, 1938	
REVENUE				
ROYALTIES	B1	4116107.92	3536296.09	
MANUFACTURING PROFIT PARTS	C	111241.12	79093.25	
TOTAL REVENUE		4229349.04	3615389.34	
OPERATING EXPENSE				
ADMINISTRATIVE & GENERAL	D	332439.62	288039.25	
PATENT LAW	E	64584.62	86743.62	
SURVEY & STATISTICAL	F	69804.84	59048.09	
SALES-LICENSE	G	281121.57	236421.97	
FINANCIAL	H	41518.18	38109.83	
ENGINEERING-LEG. EQUIP.	I	187321.28	172778.26	
TOTAL OPERATING EXPENSE		973390.11	883139.92	
RESEARCH & DEVELOPMENT (PROJECTS)	IA	665476.67	344447.49	
TOTAL		1638866.78	1229577.41	
NET OPERATING REVENUE		2590482.26	2385811.93	
OTHER INCOME				
INCOME FROM SECURITIES		112600.64	99246.70	
LOSS ON SECURITIES SOLD		(7216.45)	(2134.02)	
INTEREST AND MISCEL.		4773.07	2253.88	
EARNED LICENSE INCOME		380316.53	332401.03	
INFRINGEMENT DAMAGES		25500.00	-	
PROFIT ON SALE OF PATENT RIGHTS		2500.00	-	
TOTAL OTHER INCOME		519182.79	431487.59	
TOTAL INCOME		3111665.05	2817299.51	
DEDUCTIONS				
DEPRN. ,PLANT ,LIC.WORK.--INV.ADJ.ETC.	K	330246.56	307957.73	
AMORTIZATION OF PATENT RIGHTS	K	442892.23	698277.14	
FEDERAL INCOME TAX ACCRUED		371494.22	258807.11	
SPECIAL		37804.81	48001.39	
TOTAL DEDUCTIONS		1182437.82	1374035.37	
NET INCOME		1929227.23	1443264.14	

(CIRCLE INDICATES RED FIGURE

8542



[fol. 16337] DEFENDANTS' EXHIBIT No. GCA5188

IN UNITED STATES DISTRICT COURT

[Title omitted]

STIPULATION

It is hereby stipulated and agreed by and between the parties hereto, by their respective counsel, as follows:

1. For the purpose of these proceedings only and without prejudice to the parties hereto in any other suits or proceedings between the parties hereto or to which any one or more of the parties hereto may be parties, or otherwise, the data set forth in Exhibits (A) through (G) and in Exhibit (I), attached to this stipulation, if and when such Exhibits are offered in evidence upon the trial of this proceeding, shall have the same force and effect as though a competent witness or witnesses had testified in this proceeding that the records of the Glass Container Association, compiled from reports received by it from its members and other glass container manufacturers from time to time, showed the data appearing in said Exhibits (A) through (G) and in said Exhibit (I); and the data in Exhibit (H), attached to this stipulation, if and when such Exhibit is offered in evidence upon the trial of this proceeding, shall have the same force and effect as though a competent witness or witnesses had testified in this proceeding that the records of the Glass Container Association showed the data appearing in said Exhibit (H):

Exhibit A, showing the number of gross of domestic fruit jars shipped in the United States in each of the years 1928 to 1939, inclusive.

[fol. 16338] Exhibit B, showing the number of gross of jelly glasses shipped in the United States in each of the years 1928 to 1939, inclusive.

Exhibit C, showing the number of gross of beer bottles shipped in the United States in each of the years 1933 to 1939, inclusive.

Exhibit D, showing the number of gross of wide mouth bottles and jars and pressed food containers shipped in the United States in each of the years 1926 to 1939, inclusive.

Exhibit E, showing the number of gross of milk and cream bottles shipped in the United States in each of the years 1926 to 1939, inclusive.

Exhibit F, showing the number of gross of all glass containers shipped in the United States in each of the years 1926 to 1939, inclusive.

Exhibit G, showing the number of gross of all glass containers shipped in the United States by Owens-Illinois Glass Company; Hazel-Atlas Glass Company, Anchor Hocking Glass Corporation, Ball Brothers Company, Thatcher Manufacturing Company, Liberty Glass Company, Obear-Nester Glass Company, F. E. Reed Glass Company, Alexander H. Kerr & Company and Olean Glass Company in such of the years 1926-1939, inclusive, as each such company reported its shipments to Glass Container Association, including, as to each such company for the whole period covered by its statement, the shipments of predecessor companies, if any, and of companies or plants acquired during such period, if any (save that, in the case of Thatcher Manufacturing Company, the shipments of Olean Glass Company are not included).

Exhibit H, balance sheets and profit and loss statements of Glass Container Association for each year from 1928 to 1939, inclusive.

Exhibit I, showing, for each of the years 1926 to 1939, inclusive, manufacturers of glass containers who were members of the glass Container Association and reported their shipments of glass containers to it, such manufacturers who were members of the Association and did not report such shipments to it, such manufacturers who were not members of the Association and reported such shipments to it, and such manufacturers who were not members of the Association and did not report such shipments to it.

2. None of the parties, by entering into this stipulation shall be deemed to have made any admission for the purposes of any other or different suit or proceeding to which any one or more of the parties hereto may be parties, regardless of whether such suit or proceeding is between any of the parties hereto or between any one or more of the parties hereto and any other person or persons.

3. None of the parties, by entering into this stipulation shall be deemed to have conceded the relevancy or mate-

riality of any fact contained in the Exhibits attached to this [fol. 16339] stipulation, and no objection shall be required to be entered on the record to preserve the right of any party to question such relevancy or materiality at any stage of the proceeding.

Emerich B. Freed, Samuel S. Isseks, Counsel for Plaintiff, United States of America.

Luther Day; Jones, Day, Coladey & Reavis, Counsel for Defendant, Glass Container Association of America, Inc.

[fol. 16340] EXHIBIT "A" TO STIPULATION

Number of Gross or Domestic Fruit Jars Shipped in United States

Year	East of Rockies	West of Rockies	Combined Total
1928	1,248,585	4,244	1,252,829
1929	1,165,986	2,820	1,168,806
1930	880,231	4,583	884,814
1931	2,174,041	15,845	2,189,886
1932	1,394,171	25,350	1,419,521
1933	1,027,884	14,522	1,042,406
1934	887,666	12,846	900,512
1935	1,273,422	8,817	1,282,239
1936	810,039	7,701	817,740
1937	1,201,691	7,149	1,208,840
1938	851,350	5,852	857,202
1939	882,552	6,539	889,091

[fol. 16341] EXHIBIT "B" TO STIPULATION

Number of Gross or Jelly Glasses Shipped in United States

Year	East of Rockies	West of Rockies	Combined Total
1928	99,575	.....	99,575
1929	91,463	.....	91,463
1930	74,828	.....	74,828
1931	111,482	.....	111,482
1932	97,642	.....	97,642
1933	73,874	.....	73,874
1934	56,902	.....	56,902
1935	74,323	.....	74,323
1936	68,065	.....	68,065
1937	68,893	.....	68,893
1938	69,433	.....	69,433
1939	68,678	.....	68,678

[fol. 16342] EXHIBIT "C" TO STIPULATION

Number of Gross of Beer Bottles Shipped in United States

Year	East of Rockies	West of Rockies	Combined Total
1932	.....	.....	.....
1933	4,184,833	308,462	4,493,295
1934	1,170,986	151,381	1,322,367
1935	1,211,245	134,456	1,345,701
1936	2,381,178	292,375	2,673,553
1937	3,809,436	503,971	4,313,407
1938	1,901,037	235,005	2,136,042
1939	2,152,045	187,019	2,339,064

[fol. 16343] EXHIBIT "D" TO STIPULATION

Number of Gross of Wide Mouth Bottles and Jars and Pressed Food Containers Shipped in United States

(The pressed food containers are heavy pressed tumblers used exclusively for food packing. This class does not include thin pressed or blown tumblers used interchangeably for food packing and as drinking glasses which are not reported to Glass Container Association.)

Year	East of Rockies	West of Rockies	Combined Total
1926	4,560,084	.....	.....
1927	5,241,975	.....	.....
1928	6,395,010	363,660	6,758,670
1929	6,566,536	519,986	7,086,522
1930	6,725,386	574,633	7,300,019
1931	6,221,944	550,829	6,772,773
1932	5,622,006	471,231	6,093,237
1933	6,439,070	507,427	6,946,497
1934	7,539,975	631,978	8,171,532
1935	7,532,401	671,131	8,203,532
1936	8,827,828	743,666	9,571,494
1937	8,951,060	883,341	9,834,401
1938	8,388,145	777,684	9,165,829
1939	9,614,749	836,275	10,451,024

[fol. 16344] EXHIBIT "E" TO STIPULATION

Number of Gross of Milk and Cream Bottles Shipped in United States

Year	East of Rockies	West of Rockies	Combined Total
1926	2,000,550	.....	.....
1927	2,032,321	.....	.....
1928	2,152,175	132,823	2,284,998
1929	2,406,087	154,150	2,560,237
1930	2,160,829	150,142	2,310,971
1931	2,072,094	130,886	2,202,980
1932	2,002,543	113,722	2,116,265
1933	1,769,968	103,822	1,873,790
1934	1,762,117	109,093	1,871,210
1935	1,941,829	125,573	2,067,402
1936	2,307,247	158,469	2,465,716
1937	2,419,631	161,983	2,581,614
1938	2,066,522	134,677	2,201,199
1939	2,242,690	151,236	2,393,926

[fol. 16345] EXHIBIT "F" TO STIPULATION

Number of Gross of All Glass Containers Shipped in United States

Year	East of Rockies	West of Rockies	Combined Total
1926	23,843,536	.....	.....
1927	25,678,309	.....	.....
1928	30,745,309	1,197,707	31,943,016
1929	32,163,053	1,602,843	33,765,896
1930	30,264,260	1,691,673	31,955,933
1931	30,031,566	1,481,942	31,513,508
1932	25,541,258	1,406,691	26,947,949
1933	31,274,360	1,774,387	33,048,747
1934	32,988,087	2,047,548	35,035,635
1935	35,408,394	2,233,145	37,641,539
1936	42,805,533	2,769,226	45,574,759
1937	46,877,705	3,364,995	50,242,700
1938	40,888,384	2,639,591	43,527,975
1939	46,408,976	2,957,363	49,366,339

[fol. 16346] EXHIBIT "G-1" TO STIPULATION

Owens-Illinois Glass Company

Shipments in Number of Gross of Glass Containers

Year	Owens-Illinois Glass Company	Owens-Illinois Pacific Coast Company	Combined Total
1926	10,593,500	.....	.....
1927	11,224,117	.....	.....
1928	11,861,212	1,035,767	12,896,979
1929	12,320,045	1,400,988	13,721,033
1930	11,440,844	1,314,489	12,755,333
1931	10,709,819	973,679	11,683,498
1932	8,776,865	827,070	9,603,935
1933	12,001,603	1,007,331	13,008,934
1934	12,225,491	1,087,686	13,313,177
1935	13,130,033	1,196,083	14,326,116
1936	16,323,045	1,464,936	17,787,981
1937	17,359,588	1,721,837	19,081,425
1938	14,015,776	1,329,961	15,345,737
1939	15,845,751	1,419,553	17,265,304

[fol. 16347] EXHIBIT "G-2" TO STIPULATION

Hasel-Atlas Glass Company

Shipments in Number of Gross of Glass Containers

Year	Hasel-Atlas Glass Company	Hasel-Atlas Glass Company of California	Combined Total
1926	4,396,408	.....	4,396,408
1927	4,740,094	.....	4,740,094
1928	5,453,783	.....	5,453,783
1929	5,378,367	.....	5,378,367
1930	5,018,369	171,751	5,190,120
1931	5,232,512	253,344	5,485,856
1932	4,264,918	280,758	4,545,676
1933	4,941,447	380,713	5,322,160
1934	5,639,353	481,034	6,120,387
1935	5,453,609	533,062	5,986,671
1936	6,960,833	712,054	7,672,887
1937	7,583,603	890,223	8,473,826
1938	6,402,547	604,172	7,006,719
1939	7,220,120	694,475	7,914,595

[fol. 16348] EXHIBIT G-3 TO STIPULATION

Anchor Hocking Glass Corporation Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1926	2,773,747
1927	2,994,426
1928	3,254,492
1929	3,677,012
1930	3,881,154
1931	2,904,294
1932	2,581,679
1933	3,041,969
1934	3,148,837
1935	3,346,397
1936	3,850,702
1937	4,017,026
1938	3,259,510
1939	3,579,327

[fol. 16349] EXHIBIT G-4 TO STIPULATION

Ball Brothers Company Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1928	1,009,848
1929	1,023,090
1930	763,842
1931	1,510,209
1932	1,005,505
1933	844,836
1934	751,882
1935	1,091,806
1936	1,069,188
1937	1,883,867
1938	1,644,845
1939	1,641,848

[fol. 16350] EXHIBIT G-5 TO STIPULATION

Thatcher Manufacturing Company

Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1926	894,313
1927	895,384
1928	950,307
1929	1,045,443
1930	983,978
1931	988,843
1932	934,553
1933	733,415
1934	710,848
1935	745,768
1936	897,113
1937	943,998
1938	840,424
1939	898,584

[fol. 16351] EXHIBIT G-6 TO STIPULATION

Liberty Glass Company

Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1926	97,756
1927	99,054
1928	120,432
1929	137,708
1930	125,239
1931	116,227
1932	110,733
1933	121,450
1934	106,621
1935	138,749
1936	189,394
1937	225,968
1938	232,550
1939	250,899

[fol. 16352] EXHIBIT G-7 TO STIPULATION

Obear Nester Glass Company

Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1928	504,776
1929	518,305
1930	462,770
1931	488,645
1932	359,614
1933	569,597
1934	607,517
1935	752,918
1936	967,274
1937	1,013,073
1938	812,401
1939	1,021,931

[fol. 16353] EXHIBIT G-8 TO STIPULATION

F. E. Reed Glass Company

Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1926	313,962
1927	383,002
1928	408,608
1929	440,845
1930	320,257
1931	325,800
1932	302,365
1933	363,773
1934	311,672
1935	455,287
1936	601,238
1937	707,372
1938	575,757
1939	657,711

[fol. 16354] EXHIBIT G-9 TO STIPULATION

Alexander H. Kerr & Company

Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1928	170,406
1929	201,945
1930	167,992
1931	227,884
1932	223,766
1933	192,302
1934	185,865
1935	215,306
1936	185,708
1937	197,848
1938	209,865
1939	212,083

[fol. 16355] EXHIBIT G-10 TO STIPULATION

Olean Glass Company*

Shipments in Number of Gross of Glass Containers

Year	Shipments in Gross
1926	169,167
1927	197,063
1928	514,166
1929	345,464
1930	310,244
1931	318,264
1932	322,181
1933	345,134
1934	373,262
1935	414,509
1936	443,872
1937	495,151
1938	740,839
1939	781,632

* Name changed in 1931 from Acme Glass Company to Olean Glass Company.

[fol. 16356] *Note A to Exhibits A through G:*

Glass Container Association statistics of shipments of glass containers do not include for any year shipments of glass containers manufactured by hand; for the years 1926 and 1927 do not include shipments of fruit jars and jelly glasses, nor shipments of glass containers manufactured at plants on the Pacific Coast; and, for the years listed below do not include shipments of the following named companies engaged in those years in the automatic manufacture of glass containers;

1926 American Glass Works; Ball Brothers Company; Chicago Heights Glass Company; Columbia Glass Company; Diamond Glass Company (Caney, Kansas); Florida Glass Company; H. J. Heinz Company; Hygeia Glass Company; Alexander H. Kerr & Company; Magnolia Bottle Company; Obear-Nester Glass Company; Peerless Glass Company; W. T. Rawleigh Company; Sheffield Glass Bottle Company; Southern States Bottle Company; Swindell Brothers; Three Rivers Glass Company; and Tygart Valley Glass Company.

1927 American Glass Works; Ball Brothers Company; Chicago Heights Glass Company; Diamond Glass Company (Caney, Kansas); Florida Glass Company; H. J. Heinz Company; Alexander H. Kerr & Company; Magnolia Bottle Company; Obear-Nester Glass Company; Peerless Glass Company; Pine Brothers Company; W. T. Rawleigh Company; Swindell Brothers; and Tygart Valley Glass Company.

1928 H. J. Heinz Company
1929 H. J. Heinz Company
1930 H. J. Heinz Company
1933 Connelly Glass Company; and H. J. Heinz Company.

[fol. 16357] *Note A to Exhibits A through G—Continued*

1934 Connelly Glass Company; H. J. Heinz Company; and Knape-Coleman Glass Company.

1935 Connelly Glass Company; Inter-Mountain Glass Company; and Knape-Coleman Glass Company.

1936 Inter-Mountain Glass Company; and Knape-Coleman Glass Company.

Note B to Exhibits A through G:

Shipments of glass containers herein reported for the years 1928 to 1934, inclusive, are based upon reports made in the years 1933, 1934, and 1935 by companies producing glass containers to the Code Authority of the National Recovery Administration for the Glass Container Industry pursuant to the requirements of the Glass Container Code. In all years, shipments of glass containers from one glass manufacturer to another have been reported to the Glass Container Association only when reshipped by the latter; and shipments from West Coast plants to points east of the Rockies have been reported as East of Rockies shipments.

[fol. 16358] EXHIBIT "H" TO STIPULATION

Glass Container Association of America
New York City

Balance Sheet—April 30, 1929

General Fund

Assets			
Current			
Cash			
Cash in Banks	6,893.68		
Assistant Treasurer	500.00		
President's Imprest Fund	500.00		
		7,893.68	
Accounts Receivable			
Dues	2,491.53		
Glass Container	3,600.50		
Milk Bottle Investigation	1,056.15	7,148.18	
Total Current Assets			15,041.86
Fixed			
Furniture & Equipment	7,805.41		
Laboratory Equipment	2,994.73		
	10,800.14		
Less Reserve for Depreciation	3,992.32		
Total Fixed Assets			6,807.82
Deposit			
With Gas Company			25.00
			21,874.68
Liabilities			
Milk Bottle Investigation—Accounts Payable			920.00
Surplus			
General Fund—Dues Balance May 1, 1928	39,484.49		
General Fund—Glass Container—Balance May 1, 1928	3,772.60		
	43,257.09		
Decrease in Surplus due to operation May 1, 1928 to April 30, 1929	22,302.41		
Total General Fund Surplus			20,954.68
			21,874.68

[fol. 16359] EXHIBIT "H"

Glass Container Association of America, Inc.

Statement of Income and Expenditures for Period May 10, 1928 to April 30, 1929

Income		
Dues		128,082.60
Interest on Bank Balance		519.09
Glass Container Magazine		40,925.90
Total Income		169,527.59
Expenses		
Building or Rent		
Office Rent	4,263.98	
Towels	44.73	
Ice	56.41	
Miscellaneous	714.91	
Water	90.60	
Gas and Electricity	72.59	
	5,263.32	
Business Office		
Salaries	33,570.15	
Traveling	4,311.74	
Stationery & Supplies	1,118.79	
Printing	504.10	
Postage	559.07	
Telephone & Telegraph	1,750.36	
Miscellaneous	1,168.59	
Depreciation on Furniture & Fixtures	156.10	
	43,138.90	
Standardization		
Drafting	679.98	
Traveling & Meetings	909.05	
Reporting Meetings	171.53	
Committee	1,153.28	
Blue Prints	247.20	
Miscellaneous	121.96	
	3,283.00	
Costs and Statistics		
Salaries	15,270.60	
Traveling	5,835.02	
Postage & Supplies	826.03	
Telephone & Telegraph	1,332.70	
Committee	260.95	
Miscellaneous	748.80	
Depreciation on Furniture & Fixtures	156.10	
	24,430.20	
Traffic Department		
Salaries	8,256.00	
Traveling	1,287.57	
Postage	180.00	
Telephone & Telegraph	184.56	
Miscellaneous	2,351.32	
Committee	2,473.62	
Depreciation on Furniture & Fixtures	156.10	
	14,889.17	

[fol. 16360]

Expenses (Con't.)			
Research Department			
Salaries	20,015.69		
Rent	2,354.24		
Traveling	376.74		
Telephone & Telegraph	330.35		
Supplies	532.71		
Committee	126.40		
Postage	53.11		
Miscellaneous	768.74		
California	5.50		
Library	72.52		
Gas & Electricity	213.76		
Depreciation on Furniture & Fixtures	455.57		
	25,305.33		
General Expense			
Directors	2,940.35		
President's Office	1,407.24		
Treasurer's Office	575.52		
Members Meeting	5,082.46		
Subscriptions to Associations	1,015.00		
Tariff Case	674.84		
	11,695.41		
New Use			
Traveling & Meetings	309.60		
Committee	120.00		
Telephone & Telegraph	2.89		
Miscellaneous	98.18		
	530.67		
Total Departmental Expenses		128,536.00	
Glass Container Magazine			
Salaries	7,205.92		
Printing	12,037.34		
Paper	8,206.46		
Art & Cuts	807.77		
Wrappers	685.11		
Postage	7,292.22		
Telephone & Telegraph	132.05		
Miscellaneous	754.19		
Depreciation on Furniture & Fixtures	156.10		
		37,277.16	
Expenditure from Surplus			
Moving Expense—Laboratory	14,540.57		
Moving Expense—Office	1,299.14		
Salary I. G. Jennings	4,666.68		
Public Relations Department	5,510.45	26,016.84	
Total Expenses		191,830.00	
Net Income			*$22,302.41

* Red in Copy.

[fol. 16361] EXHIBIT "H"

Glass Container Association of America

Balance Sheet

Advertising and Sales Promotion December 31, 1929

Assets

Cash in Banks	4,591.50
Accounts Receivable	409.50
	5,001.00

Liabilities

Surplus		
Balance January 1, 1929	11,454.31	
Excess of Expenditures over Income 1930 Program	*6,453.31	
Total Surplus		5,001.00
		5,001.00

[fol. 16362] EXHIBIT "H"

Glass Container Association of America

Statement of Income and Expenditures

Advertising and Sales Promotion
for Period January 1, 1929 to December 31, 1929

Income			
Total Billings—Members Pledges			222,435.67
Expenses			
Operating			
Salaries	9,065.82		
Traveling	283.10		
Telephone & Telegraph	110.86		
Postage	1,197.05		
Committee	604.43		
		11,281.26	
Consumer Advertising			
Saturday Evening Post	67,827.00		
Ladies Home Journal	82,080.50		
Good Housekeeping	16,711.00		
		166,618.50	
Trade Paper Advertising	6,921.62		
		6,921.62	
Sales Promotion			
Printing	3,789.49		
Lithographing	.....		
Process Letters	589.26		
		4,378.75	
Publicity	216.34		
		216.34	
Art & Mechanical Products	15,318.86		
		15,318.86	
Miscellaneous	766.15		
		766.15	
National Dairy Council	1,200.00		
		1,200.00	
A. B. C. B. Advertising	22,187.50	22,187.50	
Total Expenses			228,981.54
Net Income			*6,453.31

* Red in copy.

[fol. 16363] EXHIBIT "H"

Glass Container Association of America

New York City

Balance Sheet—April 30, 1930

General Fund

Assets

Current			
Cash			
Cash in Banks	35,273.26		
Assistant Treasurer	500.00		
President's Imprest Fund	500.00		
		36,273.26	
Accounts Receivable			
Dues	2,985.85		
Glass Container	4,070.00		
Tariff Case	314.09	7,369.94	
Total Current Assets			43,643.20
Fixed			
Furniture & Fixtures	7,977.91		
Laboratory Equipment	2,794.73		
	10,772.64		
Less Reserve for Depreciation	4,834.58		
Total Fixed Assets			5,938.06
Deposit			
With Gas Company			25.00
			49,606.26

Liabilities

Surplus		
General Fund—Dues Balance May 1, 1929	13,533.34	
General Fund—Glass Container, Balance May 1, 1929	7,421.34	
	20,954.68	
Increase in Surplus due to operations May 1, 1929 to April 30, 1930	28,651.58	
Total General Fund Surplus		49,606.26
		49,606.26

[fol. 16364] EXHIBIT "H"

Glass Container Association of America, Inc.

Statement of Income and Expenditures for Period May 1, 1929 to April 30, 1930

Income		
Dues	160,843.42	
Interest on Bank Balance	531.46	
	161,374.88	
Less Acme Glass Company write off	822.16	
Net from dues	160,552.72	
Glass Container Magazine	36,396.92	
Total Income	196,949.64	

Expenses	
Building or Rent	
Office Rent	5,201.03
Towels	43.40
Ice	20.16
Miscellaneous	7.50
Water	93.20
Electricity	105.98
	5,471.27
Business Office	
Salaries	31,539.28
Traveling	2,658.13
Stationery & Supplies	1,679.99
Printing	472.58
Postage	987.76
Telephone & Telegraph	1,223.28
Miscellaneous	1,129.99
Depreciation on Furniture & Fixtures 5/1/29-4/30/30	149.99
	39,841.00
Standardization	
Drafting	316.51
Traveling—Department	640.06
Reporting Meetings	104.50
Traveling—Committee	457.75
Blue Prints	408.67
Miscellaneous	120.84
Salaries	3,000.92
	5,139.25
Costs and Statistics	
Salaries	9,412.66
Traveling—Department	3,642.55
Postage & Supplies	440.47
Telephone & Telegraph	724.57
Traveling—Committee	140.00
Miscellaneous	319.40
Depreciation on Furniture & Fixtures 5/1/29-4/30/30	149.95
	14,829.60
Traffic Department	
Salaries	9,155.00
Traveling—Department	1,709.94
Postage	170.00
Telephone & Telegraph	184.00
Miscellaneous	597.34
Traveling—Committee	775.54
Depreciation on Furniture & Fixtures 5/1/29-4/30/30	149.95
	12,741.67

[fol. 16365]

Expenses (Cont.)			
Research Department			
Salaries	17,769.11		
Rent	3,999.96		
Traveling—Department	404.86		
Telephone & Telegraph	328.69		
Supplies	811.48		
Traveling—Committee	3.90		
Postage	60.47		
Miscellaneous	1,171.27		
Library	46.71		
Gas & Electricity	446.45		
Depreciation on Furniture & Fixtures 5/1/29-4/30/30	420.42		
	25,472.32		
General Expense			
Directors	973.64		
President's Office	490.42		
Treasurer's Office	222.20		
Members' Meeting	6,408.07		
Subscriptions to Associations	925.00		
	9,019.33		
Public Relations			
Monthly Retainer	12,000.00		
Traveling—Department	3,441.91		
Traveling—Committee	619.03		
Stationery & Supplies	7.50		
Telephone & Telegraph	293.35		
Postage	31.00		
Miscellaneous	637.00		
	17,029.79		
New Use Department			
Traveling—Department	149.73		
Traveling—Committee	.....		
Telephone & Telegraph	3.69		
Miscellaneous	342.20		
	495.62		
Tariff Department			
Traveling—Department	.....		
Traveling—Committee	150.44		
Telephone & Telegraph	116.14		
Legal Expense	285.98		
Miscellaneous	22.59		
	575.15		
Total Departmental Expenses		130,615.00	
Glass Container Magazine			
Salaries	8,657.99		
Printing	11,718.93		
Paper	7,699.00		
Art & Cuts	1,138.09		
Wrappers	388.06		
Postage	7,108.88		
Telephone & Telegraph	157.23		
Miscellaneous	814.86	37,683.06	
Total Expenses		168,298.06	
Net Income			$28,651.58

[fol. 16366]

EXHIBIT "H"

Glass Container Association of America

Balance Sheet

Advertising and Sales Promotion

December 31, 1930

Assets

Cash in Banks	1,897.73
Accounts Receivable	1,295.34
	3,193.07

Liabilities

Surplus		
Balance January 1, 1930	5,001.00	
Excess of Expenditures over Income 1930 Program.		**1,807.93
*Total Surplus		3,193.07
		3,193.07

* Funds transferred to General Fund Account in August 1931.
** Red in copy.

[fol. 16367]

EXHIBIT "H"

Glass Container Association of America

Statement of Income and Expenditures

Advertising and Sales Promotion
for Period January 1, 1930 to December 31, 1930

Income			
Total Billings—Members Pledges			204,828.75
Expenses			
Operating			
Salaries	7,590.00		
Traveling	490.91		
Telephone & Telegraph	184.71		
Postage	31.22		
Publicity Committee	81.82		
		8,378.66	
Consumer Advertising			
Saturday Evening Post	134,457.06		
		134,457.06	
Trade Paper Advertising	12,019.81		
		12,019.81	
Sales Promotion			
General			
Printing	2,676.10		
Process Letters	305.78		
Window Display Contest			
Printing and Lithographing	2,188.55		
Process Letters	1,228.79		
Prizes	9,160.00		
Postage	2,559.27		
		18,178.49	

Publicity	12,220.91	12,220.91		
Mechanical Production	17,627.65	17,627.65		
Miscellaneous	191.60	191.60		
National Dairy Council	1,500.00	1,500.00		
A. B. C. B. Advertising	2,062.50	2,062.50		
Total Expenses			206,696.68	
Net Income				*1,807.98

* Red in copy.

[fol. 16368]

EXHIBIT "H"

Glass Container Association of America

New York City

Balance Sheet—April 30, 1931

General Fund

Assets

Current			
Cash			
Cash in Banks		25,237.36	
Accounts Receivable			
Dues	2,714.06		
Glass Container	2,625.10	5,339.16	
Total Current Assets			30,576.52
Fixed			
Furniture & Fixtures	8,012.41		
Laboratory Equipment	2,667.93		
	10,680.34		
Less Reserve for Depreciation	5,902.61		
Total Fixed Assets			4,777.73
Deposit			
With Gas Company			25.00
			35,379.25

Liabilities

Surplus			
General Fund—Dues, Balance May 1, 1930		43,471.06	
General Fund—Glass Container, Balance May 1, 1930		6,135.20	
		49,606.26	
Decrease in Surplus due to operations May 1, 1930 to April 30, 1931		14,227.01	
Total General Fund Surplus			35,379.25
			35,379.25

[fol. 16369]

EXHIBIT "H"

Glass Container Association of America, Inc.

Statement of Income and Expenditures

for Period May 1, 1930 to April 30, 1931

Income		
Dues		132,043.51
Interest on Bank Balance		909.41
		132,952.92
Less dues uncollectable		60.00
Net from dues		132,892.92
Glass Container Magazine		29,495.05
Total Income		162,387.97
Expenses		
Building or Rent		
Office Rent	5,201.38	
Towels	47.40	
Ice	.....	
Miscellaneous	.....	
Water	101.40	
Electricity	115.92	
	5,466.00	
Business Office		
Salaries	31,346.58	
Traveling	3,130.99	
Stationery & Supplies	1,520.43	
Printing	98.12	
Postage	1,166.79	
Telephone & Telegraph	920.05	
Miscellaneous	1,362.83	
Depreciation on Furniture & Fixtures	160.25	
	39,706.04	
Standardization		
Salaries	3,295.52	
Drafting	5.75	
Traveling—Department	1,214.16	
Reporting Meetings	101.00	
Traveling—Committee	456.58	
Blue Prints	605.50	
Miscellaneous	104.15	
	5,782.66	
Costs and Statistics		
Salaries	10,556.20	
Traveling—Department	3,109.75	
Postage & Supplies	532.32	
Telephone & Telegraph	904.83	
Traveling—Committee	.....	
Miscellaneous	473.30	
Depreciation on Furniture & Fixtures	160.25	
	15,736.65	

Traffic Department		
Salaries	9,552.25	
Traveling—Department	1,529.40	
Traveling—Committee	751.41	
Postage	157.20	
Telephone & Telegraph	138.32	
Miscellaneous	1,104.26	
Depreciation on Furniture & Fixtures	160.24	
	13,393.08	
[fols. 16370–16411]		
Expenses (Con't.)		
Research Department		
Salaries	13,922.60	
Rent	3,166.61	
Traveling—Department	543.58	
Traveling—Committee	53.01	
Library	76.28	
Office Expense	466.49	
Chemistry Laboratory	186.05	
Process Room	434.77	
Drafting Room	24.38	
General Expense	1,190.53	
Industrial Research	95.95	
California Works	26.11	
	20,186.36	
General Expense		
Directors	756.31	
President's Office	238.27	
Treasurer's Office	10.00	
Members' Meeting	4,372.83	
Subscriptions to associations	900.00	
	6,277.41	
New Use Department		
Traveling—Department	632.47	
Traveling—Committee	.....	
Telephone & Telegraph	.....	
Miscellaneous	79.12	
Printing	223.37	
	934.96	
Public Relations		
Monthly Retainer	12,000.00	
Traveling—Department	3,205.25	
Traveling—Committee	1,535.54	
Stationery & Supplies	11.75	
Telephone & Telegraph	641.69	
Postage	35.00	
Miscellaneous	295.44	
	17,724.67	
Tariff Department		
Legal Service	250.00	
Miscellaneous	.....	
	250.00	
Total Departmental Expenses		125,457.83

Glass Container Magazine			
Salaries	6,420.00		
Printing	10,778.85		
Paper	6,656.84		
Art & Cuts	1,238.17		
Wrappers	170.13		
Postage	6,148.42		
Telephone & Telegraph	157.87		
Miscellaneous	1,540.24		
Depreciation on Furniture & Fixtures	160.35		
		33,270.77	
Expenditures from Surplus			
Lime Case	1,000.00		
Mayonnaise Research	844.54		
Frozen Fruit Research	123.24		
Public Relations—Legal Services	6,218.60		
Paym't on Acct. Publ. Relations Contract	10,000.00	17,886.38	
Total Expenses		176,614.98	
Net Income			*$14,227.01

* Red in copy.

[fols. 16412-16413] *Exhibit I to Stipulation*

* * * * * * *

[fols.16414-16420] Year of 1928

Member Manufacturers Reporting Shipments of Glass Containers

Acme Glass Company
American Bottle Co.
Atlantic Bottle Co.
Berney Bond Glass Co.
Brockway Glass Co.
Buck Glass Co.
Capstan Glass Co.
Carr-Lowrey Glass Co.
Chattanooga Glass Co.
D. O. Cunningham Glass Co
Diamond Glass Co.
Fairmont Glass Works
Federal Glass Works
Gayner Glass Works
Glenshay Glass Co.
Graham Glass Co.
J. T. & A. Hamilton Co.
Hart Glass Mfg. Co.
Hazel-Atlas Glass Co.
Hemingray Glass Co.
Hygeia Glass Co.
Illinois Glass Co.
Knox Glass Company
Lamb Glass Company
Laurens Glass Works
Liberty Glass Co.
Maryland Glass Corp.
Monongah Glass Works
Nivison-Weiskopf Glass Company
Owens Bottle Co.
Pierce Glass Co.
F. E. Reed Glass Co.
Root Glass Company
Salem Glass Works
Standard Glass Co.
Thatcher Mfg. Co.
Three Rivers Glass Co.
Turner Bros. Company
Universal Glass Prod. Co.
Upland Flint Bottle Co.
Whitall-Tatum Company

Member Manufacturers Not Reporting Shipments of Glass Containers

Ball Bros. Company
Chicago Heights Glass Co.
Illinois Pacific Glass Co.
Pacific Coast Glass Co.
Swindell Bros.
Tygart Valley Glass Co.

Non-Member Manufacturers Reporting Shipments of Glass Containers

None

Non-Member Manufacturers Not Reporting Shipments of Glass Containers

American Glass Works
Florida Glass Mfg. Co.
H. J. Heinz Co.
Alexander H. Kerr & Co.
Latchford Glass Co.
Long Beach Glass Co.
McLaughlin Glass Co.
Obear-Nester Glass Co.
Peerless Glass Co.
Pine Bros. Glass Co.
W. T. Rawleigh Glass Co.
Sterling Glass Co.
Tibby-Brawner Glass Co.
West Coast Glass Co.
T. C. Wheaton Co.

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[fols. 16421-16423] Year of 1935

Member Manufacturers Reporting Shipments of Glass Containers

Ball Bros. Company
Brockway Glass Company
Buck Glass Company
Capstan Glass Company
Carr-Lowrey Glass Company
Chattanooga Glass Co.
Diamond Glass Company
Fairmount Glass Works
Foster Forbes Glass Co.
Florida Glass Mfg. Co.
Gayner Glass Works
General Glass Corp.
Glenshaw Glass Company
J. T. & A. Hamilton Co.
Hart Glass Mfg. Co.
Hazel-Atlas Glass Co.
Alexander H. Kerr & Co.
Knox Glass Associates, Inc.
Lamb Glass Company
Laurens Glass Works
Liberty Glass Company
Maryland Glass Corp.
Olean Glass Company
Owens-Illinois Glass Co.
Pierce Glass Company
F. E. Reed Glass Co.
Salem Glass Works
Sterling Glass Company
Swindell Bros.
Thatcher Mfg. Co.
Tygart Valley Glass Co.
Universal Glass Prod. Co.
Whitall-Tatum Company
Glass Containers, Inc.
Hazel-Atlas Glass Co. of Calif.
Latchford Glass Company
Maywood Glass Company
Northwestern Glass Co.
Owens-Illinois Pacific Coast Co.

Member Manufacturers Not Reporting Shipments of Glass Containers

Connelly Glass Company
T. C. Wheaton Company

Non-Member Manufacturers Reporting Shipments of Glass Containers

American Glass Works
McLaughlin Glass Company
Obear-Nester Glass Co.
Three Rivers Glass Co.

Non-Member Manufacturers Not Reporting Shipments of Glass Containers.

Intermountain Glass Co.
Knape-Coleman Glass Co.

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[fol. 16424] Year of 1938

Member Manufacturers Reporting Shipments of Glass Containers

Anchor-Hocking Glass Corp.
Armstrong Cork Co.
Ball Bros. Company
Brockway Glass Company
Buck Glass Company
Carr-Lowrey Glass Company
Chattanooga Glass Company
Diamond Glass Company
Fairmount Glass Works
Foster-Forbes Glass Co.
Gayner Glass Works
Glenshaw Glass Company
J. T. & A. Hamilton Co.
Hazel-Atlas Glass Co.
Knox Glass Associates, Inc.
Lamb Glass Company
Laurens Glass Works
Liberty Glass Company
Maryland Glass Corp.
Obear-Nester Glass Co.
Olean Glass Company
Owens-Illinois Glass Co.
Pierce Glass Company
F. E. Reed Glass Co.
Swindell Bros.
Thatcher Mfg. Company
Tygart Valley Glass Co.
Unversal Glass Prod. Co.
Glass Containers, Inc.
Hazel-Atlas Glass Co. of Calif.
Latchford Glass Company
Maywood Glass Company
Northwestern Glass Co.
Owens-Illinois Pacific Coast Co.

Member Manufacturers Not Reporting Shipments of Glass Containers

None

Non-Member Manufacturers Reporting Shipments of of Glass Containers

Florida Glass Mfg. Co.
Alexander H. Kerr & Co.
Sterling Glass Co.

Non-Member Manufacturers Not Reporting Shipments of Glass Containers

T. C. Wheaton Company

[fol. 16425] Year of 1939

Member Manufacturers Reporting Shipments of Glass Containers

Anchor-Hocking Glass Corp.
Armstrong Cork Company
Ball Bros. Company
Brockway Glass Company
Buck Glass Company
Carr-Lowrey Glass Co.
Chattanooga Glass Co.
Diamond Glass Company
Fairmount Glass Works
Foster-Forbes Glass Co.
Gayner Glass Works
Glenshaw Glass Company
J. T. & A. Hamilton Co.
Hazel-Atlas Glass Co.
Knox Glass Associates, Inc.
Lamb Glass Company
Laurens Glass Works
Liberty Glass Company
Maryland Glass Corp.
Obear-Nester Glass Co.
Olean Glass Company
Owens-Illinois Glass Co.
Pierce Glass Company
F. E. Reed Glass Co.
Swindell Bros.
Thatcher Mfg. Company
Tygart Valley Glass Co.
Universal Glass Prod. Co.
Glass Containers, Inc.
Hazel-Atlas Glass Co. of Calif.
Latchford Glass Company
Maywood Glass Company
Northwestern Glass Co.
Owens-Illinois Pacific Coast Co.

Member Manufacturers Not Reporting Shipments of Glass Containers

T. C. Wheaton Company

Non-Member Manufacturers Reporting Shipments of Glass Containers

Florida Glass Mfg. Co.
Alexander H. Kerr & Co.
Sterling Glass Company

Non-Member Manufacturers Not Reporting Shipments of Glass Containers

None

[fol. 16426] Exhibit C-6119

In United States District Court

[Title Omitted]

Stipulation

For the purpose of these proceedings only and without prejudice to any of the parties hereto in any other suits or proceedings between the parties hereto or to any other suits or proceedings to which any one or more of the parties

hereto may be parties, or otherwise, it is hereby stipulated (subject to the objection by the plaintiff that such facts are incompetent, immaterial and irrelevant to the issues of this case because part of settlement negotiations), by and between the plaintiff and the defendants Corning Glass Works and associated individual defendants, Empire Machine Company and associated individual defendants, and Hartford-Empire Company and associated individual defendants, as follows:

1. On the morning of September 20, 1940, at a pre-trial conference in this case and responding to the inquiry by the Court as to "what, if anything, has developed since the submission of the summary of practices complained of by the government to the defendants", Mr. John Lord O'Brian, then representing Corning, Empire and associated individual defendants, stated to the Court that the "purpose of this conference is to endeavor, if possible, to narrow the issues in this case, and out of this welter of allegations as to the use and misuse of patents to narrow the case as far as practicable to the real underlying issues". He stated that under negotiations then in progress, if Corning were [fol. 16427] permitted to retain its exclusive rights under three named patents (Peiler Punty, Howard Auto Blow, and Smith Reissue) and the case could be settled without trial, Corning and Empire would consent to a cancellation of both the 1916 (Ex. 1 herein) and 1922 (Ex. 19 herein) contracts.

2. At various times prior to September 20, 1940, counsel for the Government had advised counsel for Hartford, Empire and Corning that one of the practices the plaintiff complained of was the continuation of the carrying out of the 1916 agreement between Hartford-Fairmont Company and Empire Machine Company, and the 1922 agreements between Hartford-Fairmont Company, Hartford-Empire Company, Empire Machine Company, and Corning Glass Works. Therefore, the Government would request the Court, in connection with any relief to be granted the plaintiff, that such agreements be cancelled.

3. Following this morning pre-trial conference, Judge Haight, Mr. Stewart, Mr. Brown, Mr. Goodrich and Mr. O'Brian conferred with Mr. Isseks and his associates, and discussed the possible basis for settling this case. Mr. Isseks

asked for information about the three patents and in particular asked whether any of them could be used in the manufacture of glass containers. Mr. O'Brian replied that he had been informed by Corning and Hartford engineers that Hartford had tried to use all three of these patents in the manufacture of containers but had never been able to make any use of them for that purpose. Mr. Brown then confirmed this and stated that these patents did not cover inventions which Hartford-Empire Company had ever been able to use in the manufacture of containers. Mr. Isseks then said in substance that the Government did not like to have exclusive licenses outstanding and that if the facts were as stated by Messrs. O'Brian and Brown, it would seem that in connection with any settlement Hartford could transfer those three patents to Corning. Mr. [fol. 16428] Brown thereupon stated he believed such transfers could be made.

4. The pre-trial conference was continued that afternoon in open court. Mr. Isseks told the Court that he thought that a settlement of the case could be made and that the 1916 and 1922 contracts could be cancelled by the parties, provided that certain Hartford patents (referring to these three patents in question) could be eliminated from the list of patents involved in those contracts, and that he thought that the parties would agree to eliminate these patents in order to arrive at a settlement of the case.

5. That thereafter the defendants Corning, Empire and Hartford agreed to cancel the 1916 and 1922 contracts and among the considerations for said cancellation Hartford agreed to assign to Corning the three patents above named. That said cancellation agreement was thereafter reduced to writing and executed as of September 23, 1940.

6. That assignments were made on September 23, 1940, without further consultation with Mr. Isseks or any of his associates. Subsequent to the making of the transfers Mr. O'Brian told Mr. Isseks that they had been made and when Mr. Isseks commented on the speed and the failure further to consult with the government Mr. O'Brian said, in substance, that the transfers were made solely on the responsibility of the defendants Hartford and Corning.

7. Mr. O'Brian emphasized to the Court and all counsel at informal discussions between counsel and at other pre-

trial conferences held in the Fall of 1940 that the sole purpose of Corning and Empire in arranging for the cancellation of the 1916 and 1922 contracts and in the transfer of title to the three patents from Hartford to Corning was to get Corning out of the case.

[fol. 16429] 8. A short time after September 23, 1940, counsel for Anchor-Hocking Glass Corporation asserted to Mr. Isseks and his associates that one or more of these three patents could be used (and were being used by Corning) in the manufacture on the Ribbon Machine of packers tumblers which are being, and have for some time, been manufactured by Corning. (Nothing herein contained shall constitute an admission by the defendant Corning Glass Works that said Ribbon Machine infringed any of said three patents, or that the same were or could be used as claimed by counsel for Anchor-Hocking Glass Corporation.)

9. In view of the statement of counsel for Anchor-Hocking Glass Corporation, Government counsel, in connection with the negotiations for settlement which took place subsequent to September 23, 1940, and which terminated in February, 1941, took the position that Corning should assign these three patents to the Institute, as part of the proposed Institute Plan settlement; and after a request by the plaintiff that Corning grant unrestricted, non-exclusive licenses to the Institute under said three patents, Corning agreed to give the Institute a non-exclusive and assignable license thereunder for all fields of ware other than bulbs, tubing, cane and rod.

(Signed) Franklin F. Hayward, Counsel for Defendant, Corning Glass Works, et al.; Franklin F. Hayward, Counsel for Defendant, Empire Machine Co., et al.; Stuart S. Wall, Counsel for Defendant, Hartford-Empire Co., et al.; Samuel S. Isseks, Counsel for Plaintiff, United States of America.

[fol. 16430] DEFENDANT'S EXHIBIT No. H-6152

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation of Facts

It is hereby agreed by and between the parties hereto by their respective Counsel, that for purposes of these proceedings only, in addition to the testimony, exhibits, admissions and stipulations of Counsel now of record in this case, the witness, Alfred R. Hunter, would testify as follows, provided, however, that the Plaintiff hereby reserves all its objections to the admission into evidence hereof:

1. In addition to the four installations of equipment made in 1915-1916 as testified to by the witness Alfred R. Hunter at pages 8214-8225, installations of various items of Hartford equipment were made by the witness Hunter, or under his supervision by men trained by him in that work, in glass factories in the United States as hereinafter stated, which factories were then producing by the methods indicated chiefly the products, and immediately thereafter produced chiefly the same products by means of the automatic equipment so installed.

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
1917	Travis Glass Company Clarksburg, West. Va.	Milk Bottles	Hand and semi-automatic	Paddle feeder Milk Bottle Machine
"	Corning Glass Works Corning, New York	Bulbs, tubing, cane, technical ware	"	Paddle feeder
"	Obear Nestor Kansas City, Missouri	Beers	Hand	2 Paddle feeders
"	Cumberland Glass Co. Minatola, New Jersey	Packers ware, Proprietary	"	Paddle feeder Press and Blow Mch.
"	Lockport Glass Co. Lockport, New York	Milks	"	2 Paddle feeders Milk Bottle Mch.
1920	Maryland Glass Corp. Baltimore, Maryland	Specialties Blue & Green glass	Owens Machine, Hartford Paddle Feeder, Hand and semi-automatic	#910 Press and Blow Mch.
"	Thatcher Mfg. Company Clarksburg, W. Virginia	Milks	Hartford Paddle Feeders	Milk Bottle Takeout Devices
"	Monongah Glass Company Fairmount, W. Virginia	Packers ware Specialties	"	Twin Press
1921	Illinois Glass Company Bridgeton, New Jersey	Packers ware Pres. and Prop.		Press and Blow Mch. #910
1922	Several installations for factory tests of new feeder trough development			
1923	Chattanooga Glass Co. Chattanooga, Tennessee	Beverage Pres. and Prop.		3 HSF
"	Hamilton Glass Co. Pittsburgh, Penna.	Milks		HSF
"	Corning Glass Works Corning, New York	as above		HSF
[fol. 16432] 1923	Salem Glass Works Salem, New Jersey	as above	New Shops	3 HSF 1 I.S.
1923	Monongah Glass Co. Fairmount, W. Virginia	Table ware, Packers Tumblers, Specialties		*5 HSF
1924	Hocking Glass Co. Lancaster, Ohio	Globes, Tumblers, Specialties	(Heavy-weight development)	*HSF

"	Laurens Glass Works Laurens, S. Carolina	Beverage Ware	Semi-automatic Hand-fed	2 HSF
"	Chattanooga Glass Co. Chattanooga, Tennessee	as above	as above	3 HSF
"	D. O. Cunningham Glass Co. Pittsburgh, Penna.	Beverage	Hand-fed Semi-automatic	
"	Carr-Lowrey Glass Co. Baltimore, Maryland	Perfumes, Cosmetics Specialties	Paddle-Needle feeders Miller feeders	3 HSF
"	Corning Glass Works Corning, New York	as above	as above	2 HSF
1925	Woodbury Glass Company Winchester, Ind.	Packers ware	Hand fed Semi-automatic	5 HSF
"	Monongah Glass Company Fairmount, W. Virginia	as above	New shops	5 HSF
"	Whitall Tatum Company Millville, New Jersey	Pres. and Prop. Packers ware	W-T Co. feeders	15 HSF 1 Lehr
"	Illinois Glass Co. Bridgeton, New Jersey	as above	New Shops	1 HSF 1 Lehr
"	Maryland Glass Corp. Baltimore, Maryland	as above	Owens Machine	5 HSF 1 Lehr
"	C. L. Flaccus Glass Co. Tarentum, Penna.	Packers ware Beverage	Hand-fed, Semi-Automatic	6 HSF
"	Hygeia Glass Company Lancaster, New York	Nursing Bottles Pres. and Prop.	Miller feeders	1 HSF
[fol. 16433]				
1925	Upland Flint Glass Co. Marion, Ind.	Packers Ware, Pres. and Prop.	5 Odom feeders 1 New Shop	6 HSF
"	Owens Bottle Company Charleston, W. Virginia	General line	New Shop	1 HSF 1 Lehr
"	Berney Bond Glass Co. Clarion, Penna.	Milks	Howard feeders	3 HSF
"	Thatcher Mfg. Co. Elmira, New York	Milks		1 HSF 3 Lehr
"	Hocking Glass Company Lancaster, Ohio	as above	New Shops	4 HSF 4 Lehr
"	D. O. Cunningham Glass Co. Pittsburgh, Penna.	as above	as above	1 HSF

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Owens Bottle Co. Toledo, Ohio	General line	Owens Feeders	1 HSF
"	J. T. & A. Hamilton Co. Pittsburgh, Penna.	as above	as above	1 HSF 4 Lehrs 1 I.S.
"	Laurens Glass Works Laurens, S. Carolina	as above	New Shop	1 HSF
"	Chattanooga Glass Co. Chattanooga, Tennessee	as above	as above	1 HSF
"	Illinois Glass Co. Alton, Illinois	General line	New Shop	1 HSF
"	Corning Glass Works Corning, New York	as above	as above	2 HSF
[fol. 16434] 1926	Illinois Glass Co. Bridgeton, New Jersey	as above	Hartford Paddle Needle	3 HSF 6 Lehrs
"	Thatcher Mfg. Company Elmira, New York	as above	Hartford Paddle Needle	3 HSF 1 Lehr 1 I.S.
"	Maryland Glass Corp. Baltimore, Maryland	as above	Hartford Paddle Needle	3 HSF 2 Lehrs
"	Hocking Glass Company Lancaster, Ohio	as above	New Shops	3 HSF 6 Lehrs
"	Thatcher Mfg. Company Lockport, New York	Milks	2 Hartford Paddle Needle	2 HSF 4 Lehrs
"	Berney Bond Glass Co. Clarion, Penna.	as above	Howard feeder	7 HSF 4 Lehrs
"	Whitall Tatum Co. Millville, New Jersey	as above	New Shops	3 HSF 4 Lehrs
"	Thatcher Mfg. Co. Streator, Ill.	Milks	New Shop	2 HSF 4 Lehrs
"	H. J. Heinz Company Sharpsburg, Penna.	Packers ware	-	2 Lehrs

	"	J. T. and A. Hamilton Co. Pittsburgh, Penna.	as above	-	1 Lehr
	"	Buck Glass Co. Baltimore, Maryland	Milks, Beverage	Hand fed Semi-automatic	2 HSF 2 Lehrs
	"	Owens Bottle Co. Huntington, W. Virginia	General line	Owens Machine	5 HSF 3 Lehrs
	"	Illinois Glass Co. Alton, Illinois	General line	Owens Machine	10 HSF 1 Lehr
	"	Pacific Coast Glass Works San Francisco, Cal.	Packers ware, beverage	New shop	1 HSF
525—727-736	[fol. 16435]				
	1926	Acme Glass Company Olean, New York	Packers ware	New Shop	1 HSF
	"	Carr-Lowrey Glass Co. Baltimore, Maryland	as above	New Shop	1 HSF 1 Lehr 1 I.S.
	"	Laurens Glass Works Laurens, S. Carolina	as above	New Shop	1 HSF 1 Lehr
	"	D. O. Cunningham Glass Co. Pittsburgh, Penna.	as above	Hand fed Semi-automatic	1 HSF
	"	Salem Glass Works Salem, New Jersey	as above	New Shop	1 HSF
	"	Turner Brothers Terre Haute, Ind.	Packers ware	-	5 Lehrs
	"	Thatcher Mfg. Co. Dunkirk, New York	Milks	-	4 Lehrs
	"	Monongah Glass Co. Fairmount, W. Virginia	as above	-	2 Lehrs
	"	Hemingway Glass Co. Muncie, Indiana	Beverage, Insulators	-	1 Lehr
	1927	Illinois Glass Company Alton, Illinois	as above	Owens Machines	9 HSF 4 Lehrs 1 Stacker
	"	D. C. Cunningham Glass Co. Pittsburgh, Penna.	as above	Hand fed Semi-Automatic	1 HSF
	"	J. T. and A. Hamilton Co. Pittsburgh, Penna.	as above	Hartford Paddle Needle	1 HSF 1 Lehr 4 Stackers 1 I.S.

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Buck Glass Company Baltimore, Maryland	as above	New Shop	1 HSF
[fol. 16436]				
"	Akro-Agate Glass Co. Clarksburg, W. Virginia	Marbles	Hand fed Semi-automatic	1HSF
"	Upland Flint Glass Co. Marion, Indiana	as above	New Shop	1 HSF 3 Lehr
"	Illinois Glass Co. Bridgeton, New Jersey	as above	Hartford Paddle Needle	3 HSF
"	Acme Glass Company Olean, New York	as above	New Shops	7 HSF
"	Whitall Tatum Co. Millville, New Jersey	as above	New Shop	2 HSF 6 Lehrs 1 Stacker
"	Carr-Lowrey Glass Company Baltimore, Maryland	as above	Miller Feeders	3 HSF 1 Stacker
"	Woodbury Glass Company Winchester, Indiana	as above	Hartford Paddle Needle	12 Lehrs 1 Stacker
"	Thatcher Mfg. Co. Streator, Illinois	as above	Hartford Paddle Needle	2 HSF
"	Maryland Glass Corp. Baltimore, Maryland	as above	New Shop	2 HSF 1 Stacker
"	Hocking Glass Co. Lancaster, New York	as above	New Shop	2 HSF 7 Lehrs
"	Thatcher Mfg. Co. Dunkirk, New York	Milks	Hartford Paddle Needle	2 HSF
"	Thatcher Mfg. Co. Elmira, New York	as above	New Shop	2 HSF
"	Hygeia Glass Co. Lancaster, New York	as above	Howard feeder	3 HSF
"	Indiana Glass Company Dunkirk, Indiana	Auto lenses	Hand shops	2 HSF 1 Lehr
[fol. 16437]				
1927	Hemingray Glass Co. Muncie, Indiana	Beverage, Insulators		1 Lehr 1 Stacker

"	Federal Glass Co. Columbus, Ohio	Table ware	–	2 Lehrs
"	Laurens Glass Works Laurens, S. Carolina	as above	–	3 Lehrs
"	Turner Glass Company Terre Haute, Indiana	as above	–	1 Lehr
"	H. J. Heinz Company Sharpsburg, Penna.	as above	–	1 Lehr
"	Berney Bond Glass Company Clarion, Penna.	as above	–	1 Lehr 2 Stackers
"	Liberty Glass Company Sapulpa, Oklahoma	Milks, Beverage	–	1 Lehr 1 Stacker
"	Chattanooga Glass Company Chattanooga, Tennessee	as above	–	3 Lehrs 3 Stackers
"	Monongah Glass Company Fairmount, W. Virginia	as above	–	3 Lehrs
"	Berney Bond Glass Company Columbus, Ohio	Milks	New Shops	2 Stackers
1928	Pacific Coast Glass Works San Francisco, Cal.	as above	Howard feeders	2 HSF 4 Lehrs
"	Hart Glass Mfg. Co. Dunkirk, Indiana	Packers ware	New shop	2 HSF
"	Hocking Glass Company Lancaster, Ohio	as above	New Shop	3 HSF 3 Lehrs 1 Stacker 1 I. S.
[fol. 16428]				
1928	Indiana Glass Company Dunkirk, Indiana	as above	New Shop	1 HSF
"	Berney Bond Glass Co. Columbus, Ohio	as above	New shops	3 HSF 2 Stackers
"	Monongah Glass Company Fairmount, W. Virginia	as above	New shop	1 HSF 3 Lehrs
"	McKee Glass Co. Jeannette, Penna.	Auto lenses	Hand shops	1 HSF
"	Akro Agate Glass Company Clarksburg, W. Virginia	as above	Hand shop	1 HSF

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
1928	Turner Glass Company Terre Haute, Ind.	as above (Successor to Turner Bros.)	–	1 HSF 1 Lehr 1 Stacker
"	Berney Bond Glass Company Hazelhurst, Penna.	Packers, Beverage	Howard feeders	3 HSF
"	Maryland Glass Corporation Baltimore, Maryland	as above	–	1 Stacker
"	Berney Bond Glass Co. Clarion, Penna.	as above	–	1 Stacker
"	Laurens Glass Works Laurens, S. Carolina	as above	–	1 Stacker
"	Illinois Glass Company Alton, Illinois	as above	–	5 Lehrs 5 Stackers
"	Whitall Tatum Company Millville, New Jersey	as above	–	9 Lehrs 2 Stackers
"	Liberty Glass Company Sapulpa, Oklahoma	as above	–	2 Lehrs 2 Stackers
[fol. 16430]				
"	Illinois Glass Company Bridgeton, New Jersey	as above	–	6 Stackers
"	Buck Glass Company Baltimore, Maryland	as above	–	1 Stacker
"	General Glass Corporation Winchester, Indiana	as above (Successor to Woodbury)	–	7 Stackers
"	Turner Glass Corporation Terre Haute, Indiana	as above	–	4 Stackers
"	Chattanooga Glass Company Chattanooga, Tennessee	as above	–	3 Lehrs 3 Stackers
"	J. T. and A. Hamilton Co. Pittsburgh, Pennsylvania	as above	–	1 Lehr
"	Foster Forbes Glass Co. Marion, Indiana	as above (Successor to Upland Flint)	–	3 Lehrs
"	Carr-Lowrey Glass Company Baltimore, Maryland	as above	–	2 I. S.

"	Hygeia Glass Company Lancaster, New York	as above	–	1 I. S.
"	Salem Glass Works Salem, New Jersey	as above	–	1 I. S.
"	Glenshaw Glass Company Glenshaw, Pennsylvania	Beverage	New shops	2 HSF
"	Federal Glass Company Columbus, Ohio	as above	New shop	1 HSF
"	Hemingray Glass Company Muncie, Indiana	as above	New shop	1 HSF
[fol. 16440] 1929	Owens-Illinois Glass Co. Alton, Illinois	as above (Successor to Illinois Glass)	–	2 Stackers
"	Whitall Tatum Glass Co. Millville, New Jersey	as above	–	5 Lehrs
"	Hocking Glass Company Lancaster, Ohio	as above	New shops	4 Stackers 1 Lehr 2 Stackers
"	Berney Bond Glass Co. Clarion, Penna.	as above	–	3 HSF 6 Stackers
"	Berney Bond Glass Co. Columbus, Ohio	as above	–	3 HSF 1 Stacker
"	Owens Illinois Glass Co. Huntington, W. Virginia	as above	–	5 Stackers
"	Liberty Glass Company Sapulpa, Oklahoma	as above	–	1 Lehr 1 Stacker
"	Hemingray Glass Company Muncie, Indiana	as above	–	1 Lehr 1 Stacker
"	Thatcher Mfg. Co. Elmira, New York	as above	–	1 Lehr
"	General Glass Corp. Winchester, Ind.	as above	–	1 Lehr
"	Jeannnette Shade & Novelty Jeannette, Penna.	Lighting goods	–	1 Lehr
"	Indiana Glass Co. Dunkirk, Indiana	as above	–	1 Lehr

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Corning Glass Works Corning, New York	as above	–	1 Lehr
"	Swindell Brothers Baltimore, Maryland	Perfumes, Cosmetics	–	2 Lehrs
[fol. 16441] 1929	Three Rivers Glass Co. Three Rivers, Texas	Packers ware, Beverages	–	2 Lehrs
"	Hemingway Glass Company Muncie, Indiana	as above	–	1 Lehr
"	Carr-Lowrey Glass Co. Baltimore, Maryland	as above	–	2 I.S.
"	McKee Glass Company Jeannette, Penna.	as above	–	1 HSF
"	Akro Agate Glass Co. Clarksburg, W. Virginia	as above	New shop	4 HSF
"	J. T. and A. Hamilton Co. Pittsburgh, Penna.	as above	New shop	1 HSF
"	Turner Glass Corp. Terre Haute, Indiana	as above	New shop	1 HSF
"	Macbeth Evans Glass Co. Charleroi, Penna.	Table ware	Macbeth feeders	4 HSF
"	Long Beach Glass Co. Long Beach, Cal.	Pres. and Prop. Perfumes and Cosmetics	Meyers feeders	3 HSF
"	Glenshaw Glass Company Glenshaw, Penna.	Beverages, Packers ware		2 HSF
1930	Pacific Coast Glass Works San Francisco, Cal.	as above	Howard feeders	7 Lehrs 10 Stackers 2 HSF
"	Three Rivers Glass Co. Three Rivers, Texas	as above	Monterey feeders	2 Stackers 3 HSF
"	Laurens Glass Works Laurens, S. Carolina	as above	–	3 Stackers

"	Pacific Coast Glass Works Los Angeles, California	as above	–	2 Stackers 1 Lehr
[fol. 16442] 1930	Owens Illinois Glass Co. Huntington, W. Virginia	as above	–	2 Stackers
"	Owens Illinois Glass Co. Alton, Illinois	as above	–	2 Stackers
"	Berney Bond Glass Co. Clarion, Penna.	as above	–	2 Stackers
"	Hocking Glass Company Lancaster, Ohio	as above	–	1 Stacker
"	Maryland Glass Corp. Baltimore, Maryland	as above	New shop	1 Lehr 1 Stacker 1 HSF
"	Macbeth Evans Glass Co. Charleroi, Penna.	as above	New shop	2 Lehrs 2 HSF
"	Whitall Tatum Company Millville, New Jersey	as above	–	5 Lehrs 3 Stackers
"	Owens Illinois Glass Co. Huntington, W. Virginia	as above	–	2 Lehrs
"	Owens Illinois Glass Co. Alton, Illinois	as above	–	2 Lehrs
"	Turner Glass Company Terre Haute, Indiana	as above	New shop	1 Lehr 4 HSF
"	General Glass Corporation Fairmount, W. Virginia	as above	New shop	5 Lehrs 1 HSF
"	J. T. and A. Hamilton Co. Pittsburgh, Pennsylvania	as above	New shop	1 Lehr 2 HSF
"	General Glass Corp. Winchester, Indiana	as above	–	3 Lehrs
"	Swindell Brothers Baltimore, Maryland	as above	–	1 Lehr
[fol. 16443] 1930	Indiana Glass Company Dunkirk, Indiana	as above	New shop	1 HSF
"	Akro-Agate Glass Company	as above	New shop	1 HSF

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
1931	Chattanooga Glass Company Chattanooga, Tennessee	as above	–	1 Lehr 1 Stacker
"	Maryland Glass Corporation Baltimore, Maryland	as above	–	1 Lehr 3 Stackers
"	Owens Illinois Glass Co. Huntington, W. Virginia	as above	New shop	1 I. S. 2 Lehrs 2 Stackers
"	Illinois Pacific Coast Co. San Francisco, Calif.	General line	–	5 Stackers
"	Illinois Pacific Coast Co. San Francisco, Calif.	General line (Merged with Pacific Coast Glass Company)	–	1 Stacker
"	General Glass Corporation Winchester, Indiana	as above	–	1 I. S.
"	Macbeth Evans Glass Co. Charleroi, Penna.	as above	New shop	1 HSF
"	Akro Agate Glass Company Clarksburg, W. Virginia	as above	New shop	1 HSF
1932	Maryland Glass Corporation Baltimore, Maryland	as above	–	1 Stacker
"	Macbeth Evans Glass Co. Charleroi, Penna.	as above	–	1 Lehr
"	Hocking Glass Company Lancaster, Ohio	as above	–	1 Lehr
"	General Glass Corporation Winchester, Indiana	as above	–	1 I. S.
[fol. 16444]				
1932	Bartlett-Collins Company Sapulpa, Oklahoma	Table ware	New Shop	1 HSF
"	Gaynor Glass Company Salem, New Jersey	Packers ware, Beverage	Howard feeders	1 HSF 1 Htfd. P&B(910)
1933	Illinois Pacific Coast Co. San Francisco, Cal.	as above	–	6 Stackers

"	Whitall Tatum Co. Millville, New Jersey	as above	–	2 Stackers
"	Hocking Glass Co. Lancaster, Ohio	as above	–	1 Stacker
"	Maryland Glass Corporation Baltimore, Maryland	as above	–	1 Stacker 1 I. S.
"	Liberty Glass Company Sapulpa, Oklahoma	as above	–	1 Stacker 1 Lehr
"	General Glass Corporation Winchester, Indiana	as above	–	2 Stackers 3 I.S.
"	Carr-Lowrey Glass Co. Baltimore, Maryland	as above	New shop	2 I.S. 1 Stacker 1 Lehr 1 HSF
"	J. T. and A. Hamilton Co. Pittsburgh, Penna.	as above	–	1 Lehr
"	Bartlett-Collins Co. Sapulpa, Oklahoma	as above	Miller Feeders	3 HSF
"	Indiana Glass Company Dunkirk, Indiana	as above	New shop	1 HSF
"	Owens-Illinois Glass Co. Terre Haute, Indiana	as above	Root feeders	1 HSF
[fol. 16445] 1933	Foster Forbes Glass Co. Plant 2 Marion, Indiana	as above	Anchor feeders	4 HSF
"	Macbeth Evans Glass Co. Charleroi, Penna.	as above	New shops	2 HSF
1934	Macbeth Evans Glass Co. Charleroi, Penna.	as above	New shop	2 HSF 1 Lehr
"	Owens Illinois Pacific Coast Los Angeles, Cal.	as above	Ill.-Pac. Fdrs.	1 I.S. 4 HSF
"	Glass Containers, Inc. Los Angeles, Cal.	as above	New shop	2 Stackers 1 HSF
"	Owens Illinois Pac. Coast San Francisco, Cal.	as above	Ill.-Pac. Feeder	1 Lehr 5 HSF

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Owens Illinois Glass Co. Terre Haute, Ind.	as above	New shop	5 HSF
"	Latchford Glass Co. Huntington Park, Cal.	Packers ware, Beverage Liquor, etc.	Bethel feeders	5 HSF
"	Fairmount Glass Works Indianapolis, Ind.	Packers ware, Pres. and Prop., Beverage, Toilet and Perfume ware	New shop	2 HSF
"	Owens Illinois Glass Co. Chicago Heights, Ill.	as above	New shop	3 HSF 2 I.S.
"	Diamond Glass Company Royersford, Penna.	Prop. Med., Beverage, Toilet, Inks	New shop	1 HSF 1 I.S. 1 Stacker 1 Lehr
"	Foster Forbes Glass Co. Marion, Indiana	as above	New shop	1 HSF
[fol. 16446]				
1934	Hocking Glass Company Lancaster, Ohio	as above	–	6 Stackers
"	General Glass Corp. Winchester, Ind.	as above	–	3 Stackers 1 I.S. (8 section)
"	Maryland Glass Corp. Baltimore, Maryland	as above	–	2 I.S. 1 Stacker
"	Indiana Glass Company Dunkirk, Indiana	as above	–	1 Lehr
"	Salem Glass Works Salem, New Jersey	as above	–	1 I.S.
1935	Brockway Glass Company Brockway, Penna.	Pres. and Prop. Packers ware, Inks, Perfumes	Harding Feeder	3 HSF
"	Hazel Atlas Glass Co. Zanesville, Ohio	General Line	New shop	1 HSF 1 I.S.
"	J. T. and A. Hamilton Co. Pittsburgh, Penna.	as above	New shop	1 HSF 1 I. S.

"	Diamond Glass Company Royersford, Penna.	as above	O'Neill feeders	3 HSF 1 Stacker 1 Lehr
"	Owens-Ill. Pacific Coast San Francisco, Cal.	as above	Ill.-Pac. feeders	5 HSF
"	Bartlett Collins Co. Sapulpa, Oklahoma	as above	New shop	1 HSF
"	Gayner Glass Works Salem, New Jersey	as above	New shop	1 HSF 2 I.S. 3 Stackers 3 Lehrs
"	Salem Glass Works Salem, New Jersey	as above	New shop	1 HSF
[fol. 16447] 1935	Buck Glass Company Baltimore, Maryland	as above	New shop	1 Stacker 1 Lehr 1 I.S. 1 HSF
"	Hocking Glass Company Lancaster, Ohio	as above	–	4 Stackers
"	Liberty Glass Company Sapulpa, Oklahoma	as above	–	2 Stackers
"	Laurens Glass Works Laurens, S. Carolina	as above	–	1 Stacker
"	Foster Forbes Glass Co. Marion, Indiana	as above	–	1 Lehr
"	Owens Illinois Pac. Coast Los Angeles, Cal.	as above	–	1 Lehr
"	Whitall Tatum Company Millville, New Jersey	as above	–	3 I.S.
"	Corning Glass Works Corning, New York	as above	–	1 I.S.
"	Carr-Lowrey Glass Co. Baltimore, Maryland	as above	–	1 I.S.
1936	Brockway Glass Co. Brockway, Penna.	as above	Harding feeders	3 HSF 1 Lehr

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Salem Glass Works Salem, New Jersey	as above	Htfd. P-N Feeders	11 HSF 1 I.S.
"	Glenshaw Glass Company Glenshaw, Pennsylvania	as above	New shop	2 HSF
"	Hart Glass Mfg. Company Dunkirk, Indiana	as above	T. R. & B.	2 HSF
[fol. 16448] 1936	Owens-Illinois Glass Co. Muncie, Indiana	Glass Bricks (Successor to Hemingray)	T. R. & B.	1 HSF
"	Chattanooga Glass Company Chattanooga, Tennessee	as above	New shop	1 HSF 1 Stacker 1 Lehr
"	Laurens Glass Works Laurens, S. Carolina	as above	–	1 Stacker 1 Lehr
"	Owens Ill. Pacific Coast Co. Los Angeles, Cal.	as above	–	1 I.S.
"	Glass Containers, Inc. Los Angeles, Cal.	as above	–	1 I.S. 4 Stackers 1 Lehr
"	Foster Forbes Glass Co. Marion, Indiana	as above	–	1 Stacker
"	Tygart Valley Glass Co. Washington, Penna.	Packers ware	–	2 Stackers
"	Buck Glass Company Baltimore, Maryland	as above	–	1 I.S. 1 Stacker
"	Diamond Glass Company Royersford, Penna.	as above	–	3 I.S. 1 Stacker 1 Lehr
"	Latchford Glass Company Huntington Park, Cal.	as above	–	2 Stackers
"	Knox Glass Bottle Company Jackson, Mississippi	Packers ware, Beverage Toilet and Perfume	–	1 Stacker
"	Thatcher Mfg. Co. Elmira, New York	as above	–	1 Lehr

"	Hocking Glass Company Lancaster, Ohio	as above	-	1 Lehr
[fol. 16449]				
1936	Bartlett Collins Co. Sapulpa, Oklahoma	as above	–	3 Lehrs
"	Pierce Glass Company Port Allegany, Penna.	Pres. & Prop. Packers ware	–	3 Lehrs
"	Whitall Tatum Company Millville, New Jersey	as above	–	1 Lehr
"	Owens Ill. Pacific Coast Co. San Francisco, Cal.	as above	–	1 Lehr
"	Oil City Glass Company Oil City, Penna.	Packers ware, Liquor Toilet & Perfume	–	1 Lehr
"	Maryland Glass Corp. Baltimore, Maryland	as above	–	1 I.S.
"	J. T. and A. Hamilton Co. Pittsburgh, Penna.	as above	–	1 I.S.
"	Corning Glass Works Corning, New York	as above	–	1 I.S.
"	Hazel Atlas Glass Co. Zanesville, Ohio	as above	–	1 I.S.
1937	Laurens Glass Works Laurens, S. Carolina	as above	New shop	1 HSF
"	Brockway Glass Company Brockway, Penna.	as above	Harding	1 HSF
"	Owens Ill. Pac. Coast Co. Oakland, Cal.	as above	New shops	7 HSF
"	Owens Ill. Pac. Coast Co. Los Angeles, Cal.	as above	New shops	7 HSF
"	Fairmount Glass Works Indianapolis, Ind.	as above	Rau Feeders	1 HSF
[fol. 16450]				
1937	Salem Glass Works Salem, New Jersey	as above	New shops	4 HSF
"	Carr Lowrey Glass Company Baltimore, Maryland	as above	New shops	3 HSF

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Owens Ill. Glass Company Muncie, Indiana	as above	T. R. & B.	1 HSF
"	Liberty Glass Company Sapulpa, Oklahoma	as above	New shop	1 HSF
"	Latchford Glass Company Huntington Park, Cal.	as above	Bethel	1 HSF
"	Glass Containers Inc. Los Angeles, Cal.	as above	New shops	5 HSF. 2 I.S. 4 Stackers 5 Lehrs
"	Laurens Glass Works Laurens, S. Carolina	as above	New shops	2 HSF 3 Stackers 4 Lehrs
"	Liberty Glass Company Sapulpa, Oklahoma	as above	–	1 Stacker 1 Lehr
"	Knox Glass Bottle Company Jackson, Mississippi	as above	–	2 Stackers 3 Lehrs
"	Wightman Glass & Bottle Co. Parkers Landing, Penna.	Packers ware, Beverage, Prop.	–	2 Stackers
"	Latchford Glass Company Huntington Park, Cal.	as above	–	4 Stackers 1 Lehr
"	Pennsylvania Bottle Co. Sheffield, Penna.	Packers ware, Cosmetics Toilet Ware, Liquor	O'Neill, Kucera Feeders	6 HSF 6 Stackers 6 Lehrs
"	Tygart Valley Glass Co. Washington, Penna.	as above	–	3 Stackers 1 Lehr
[fol. 16451] 1937	Whitall Tatum Company Millville, New Jersey	as above	New shops	2 Feeders 2 Stackers 2 Lehrs
"	Marienville Glass Company Marienville, Penna.	Packers, Beers, Liquors, Toilet Ware	–	1 Stacker 1 Lehr

"	Gayner Glass Works Salem, New Jersey	as above	New shops	1 Feeder 1 Stacker 1 Lehr
"	Brockway Glass Company Brockway, Penna.	as above	Harding Feeder	1 I.S. 3 Stackers 3 HSF
"	Maryland Glass Corporation Baltimore, Maryland	as above	New shops	2 Lehrs 1 HSF 1 Stacker
"	Pierce Glass Company Port Allegany, Penna.	as above	–	1 I.S. 4 Stackers 2 Lehrs
"	Glenshaw Glass Company Glenshaw, Penna.	as above	–	3 Stackers
"	Foster Forbes Glass Co. Marion, Indiana	as above	New shop	1 Feeder 1 Stacker
"	Diamond Glass Company Royersford, Penna.	as above	–	1 Lehr
"	Owens-Illinois Pac. Coast Oakland, Cal.	as above	New shop	5 HSF 2 Lehrs
"	Hocking Glass Company Lancaster, Ohio	as above	–	2 Lehrs
"	Olean Glass Company Olean, New York	as above	New shops	5 HSF 5 Lehrs 2 I.S.
[fol. 16452] 1937	Swindell Brothers Baltimore, Maryland	as above	–	1 Lehr
"	Macbeth-Evans Glass Co. Charleroi, Penna.	as above	–	2 Lehrs
"	Metro Glass Bottle Co. Jersey City, New Jersey	Packers, Beverage, Liquors, Prop.	New Shops	1 Lehr
"	Thatcher Mfg. Company Lockport, New York	as above	–	1 Lehr
"	Universal Glass Products Parkersburg, W. Virginia	Milks	–	1 Lehr

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Pittsburgh-Corning Corp. Port Allegany, Penna.	Glass brick	New shops	3 HSF 4 Lehrs
"	Lancaster Lens Company Lancaster, Ohio	Lenses	–	1 Lehr
"	Salem Glass Works Salem, New Jersey	as above	–	2 I.S.
"	Carr-Lowrey Glass Company Baltimore, Maryland	as above	–	2 I.S.
"	General Glass Corporation Winchester, Indiana	as above	–	1 I.S. (8-section)
"	Owens Illinois Glass Co. Chicago Heights, Ill.	as above	–	1 I.S.
"	Hazel-Atlas Glass Co. Zanesville, Ohio	as above	–	1 I.S.
"	Bartlett-Collins Company Sapulpa, Oklahoma	as above	–	1 HSF
"	Maywood Glass Company Maywood, California	Packers ware, Liquor Beers	–	2 HSF
[fol. 16453]				
1937	Corning Glass Works Corning, New York	as above	New shops	1 HSF
"	Owens-Illinois Glass Co. Muncie, Indiana	as above	T. R. & B.	1 HSF
1938	Hazel-Atlas Glass Company Lancaster, New York	as above	–	2 I.S.
"	Carr-Lowrey Glass Company Baltimore, Maryland	as above	New shops	3 HSF 3 I.S. 4 Stackers 1 Lehr
"	Anchor Hocking Glass Corp. Salem, New Jersey	Successors to Salem Glass Works	–	2 I.S.
"	T. C. Wheaton Company Millville, New Jersey	Pres. & Prop.	New shops	1 I.S.

	"	Anchor Hocking Glass Corp. Winchester, Indiana	Successors to General Glass Corp.	–	2 I.S. 1 Lehr 1 Stacker
	"	Armstrong Cork Company Millville, New Jersey	Successors to Whitall-Tatum	–	1 I.S.
	"	Maryland Glass Corp. Baltimore, Maryland	as above	–	1 I.S.
	"	Buck Glass Company Baltimore, Maryland	as above	–	1 Stacker 1 Lehr
	"	Foster Forbes Glass Co. Marion, Indiana	as above	–	1 Stacker
	"	Marienville Glass Company Marienville, Penna.	as above	–	3 Stackers 2 Lehrs
	"	Metro Glass Bottle Co. Jersey City, New Jersey	as above	–	1 Stacker
[fol. 16454]					
	1938	Tygart Valley Glass Co. Washington, Penna.	as above	–	1 HSF 2 Stackers 3 Lehrs
	"	Wightman Bottle & Glass Co. Parkers Landing, Penna.	as above	–	1 Stacker
	"	Armstrong Cork Company Dunkirk, Indiana	Successors to Hart Glass Mfg. Company	T. R. & B.	1 HSF 2 Stackers 2 Lehrs
	"	Diamond Glass Company Royersford, Penna.	as above	–	1 Lehr
	"	Knox Glass Bottle Co. Jackson, Mississippi	as above	–	1 Lehr
	"	Laurens Glass Works Laurens, So. Carolina	as above	–	2 Lehrs
	"	Thatcher Mfg. Company Elmira, New York	as above	–	1 Lehr
	"	Liberty Glass Company Sapulpa, Okla.	as above	Miller feeders	2 HSF 2 Lehrs
	"	Anchor Hocking Glass Corp. Lancaster, Ohio	Successor to Hocking Glass Company	–	1 Lehr

Year of Installation	Factory	Ware Produced	Method of Production	Hartford Equipment Installed
"	Olean Glass Company Olean, New York	as above	–	3 Lehrs
"	Libbey Glass Company Toledo, Ohio	Tableware	New shops	1 HSF 1 Lehr
"	E. I. duPont de Nemours Co. Perth Amboy, New Jersey	Glass decorating materials	–	1 Lehr
"	Corning Glass Works G-E Co., Niles, Ohio	as above	New shops	1 HSF
[fol. 16455] 1938	Owens-Illinois Glass Co. Muncie, Indiana	as above	–	2 HSF
"	Fairmount Glass Works Indianapolis, Indiana	as above	Rau feeder	1 HSF
"	Brockway Glass Company Brockway, Penna.	as above	Harding feeders	1 HSF

[fol. 16456] 2. In addition to installations by or under the supervision of the witness, Hunter, as above set out, many installations of various items of Hartford equipment in the factories above named, and in others, were made from time to time by Hartford-Empire employees trained in such work. All of the initial installations were made under many and severe difficulties in changing over the plants from hand to automatic production, involving particularly plant and furnace adaptation, change and adjustment. All of the installations required considerable adjustment and regulations of the machinery and plant operation, particularly as to furnace hook-up, change and regulation of batch mixtures, and temperature control of the molten glass before attaining operating efficiency which in some cases was attained only after prolonged effort and experiment. In connection with the installations the Hartford-Empire Employees instructed factory personnel in the operation of the newly-installed equipment and in control of the furnaces for the corollary operations thereof. From these installations, and solution of the many problems incident thereto, the Hartford-Empire employees gained considerable knowledge of the many difficulties encountered in the automatic production of glassware and have since continuously used such knowledge and experience to the benefit of the company's various licensees.

The following facts may be accepted by the Court as proved:

1. During the period 1923 to 1941 inclusive, Hartford-Empire Company employed in carrying on its various activities from which its licensees benefited, including installation and servicing of equipment, testing and research in chemical and physical laboratories, installation of machines and method improvements, servicing on improved batch compositions, improvements on furnace operations and combustion equipment, plant and industrial engineering and other matters related to licensee service, the following numbers of persons as set out below exclusive of general [fol. 16457] executives of the Company. The numbers employed in the Research and Development Department are separately listed below:

Year	Service Department	Research and Development
1923	18	17
1924	16	20
1925	19	21
1926	22	28
1927	26	33
1928	22	29
1929	27	39
1930	31	48
1931	26	56
1932	23	52
1933	49	58
1934	52	66
1935	62	72
1936	78	74
1937	86	80
1938	97	90
1939	104	96
1940	101	114
1941	93	115

2. In accordance with the terms of its license contracts, Hartford-Empire Company makes certain specific charges as follows:

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

The Company also charges a stated license fee covering its machines (as already appears in the Record) and for spare machine parts ordered by its licensees.

Amounts expended by Hartford-Empire Company in carrying on the activities mentioned in the testimony of the witnesses, Peiler, Hunter and Hanson and in Paragraph 1 above, and charge-backs against licensees for items men-

tioned hereinabove are hereafter set out, as are amounts expended for Research and Development:

[fol. 16458]

Year	Service Department Gross Expenditures	Recharges against Licensees	Service Department Net Expenditures	Research and Development Department Expenditures
1923.....	$29,228.63	$9,411.44	$19,817.19	$18,615.27
1924.....	36,108.76	11,035.94	25,072.82	20,908.85
1925.....	64,705.53	15,513.78	49,191.75	7,821.14
1926.....	84,093.67	17,541.48	66,552.19	8,586.84
1927.....	85,138.92	19,633.45	65,505.47	18,262.75
1928.....	81,992.18	14,154.14	67,838.04	203,334.62
1929.....	167,943.11	12,865.15	155,077.96	258,149.15
1930.....	165,773.08	18,299.70	147,473.38	266,360.92
1931.....	135,741.20	6,397.62	129,343.58	273,792.64
1932.....	119,983.32	4,124.12	115,859.20	281,831.69
1933.....	180,763.33	6,034.22	174,729.11	282,307.61
1934.....	252,434.37	8,247.33	244,187.04	275,021.17
1935.....	291,531.05	10,747.15	280,783.90	237,452.41
1936.....	359,764.02	20,173.34	339,590.68	273,840.98
1937.....	441,647.25	27,749.17	413,898.08	355,585.15
1938.....	427,090.47	15,118.39	411,972.08	403,722.43
1939.....	497,792.25	19,989.37	477,802.88	720,521.48
1940.....	480,931.14	15,287.05	465,644.09	676,924.07

The installations of various items of Hartford-Empire equipment, and the various services rendered by Hartford-Empire to its licensees, including the Company's correlated activities have increased the production of glassware, reduced the cost thereof and improved the quality thereof and have stimulated and increased competition amongst said licensees between each other and between them and the manufacturers of containers of other materials.

Lawrence S. Apsey, Counsel for Plaintiff.

Stuart S. Wall, of Counsel for Defendant, Hartford-Empire Company and Related Individual Defendants.

[fol. 16459] DEFENDANTS' EXHIBIT No. O-6184

[Title omitted]

Stipulation

It is hereby stipulated by and between counsel that at the time of the April 9, 1924 contract between The Owens Bottle Company and Hartford-Empire Company (Bill of Complaint, Paragraph 62) the suit of Owens Bottle Company, plaintiff, vs. J. T. & A. Hamilton Company and Hartford-Empire Company, defendants, was pending in the United States District Court for the Western District of Pennsylvania, the suit charging infringement of Lott patents Nos.

1,382,993 and 1,382,994. There was also pending in the United States District Court for the Western District of Pennsylvania, a suit by The Owens Bottle Company and Hazel-Atlas Glass Company, plaintiffs, against the same defendants above specified, the patents in suit being Brookfield patents Nos. 836,297 and 883,779.

That at the time of said settlement there were also pending in the Patent Office interference proceedings between applications assigned to Owens and applications assigned to Hartford as follows:

39376	48199
43442	48200
47297	48266
48197	48267
48198	48326
[fol. 16460]	
48327	48948
48328	49069
48329	50632
48415	50772
48447	50773

50774

That at the time of the purchase of the Sears and Lobb patent applications for forming machines (Bill of Complaint, Paragraph 75) there were pending in the Patent Office interferences between patents or patent applications assigned to Owens and applications of Sears or Lobb as follows:

48582	50783
50782	51026

That at the time of Owens' joining Hartford in obtaining an option under the Headley & Thompson patent applications (Bill of Complaint, Paragraph 76) an interference was pending in the Patent Office between applications assigned to Owens and the Headley & Thompson applications as follows:

48582

That at the time of the Miller settlement (Bill of Complaint, Paragraph 77) there was pending in the United States District Court of the Western District of Pennsyl-

vania the suit by Owens Bottle Company, plaintiff, against Miller Glass Engineering Company and William J. Miller, defendants, charging infringement of Lott patents Nos. 1,382,993 and 1,382,994. There were also pending in the United States Patent Office interference proceedings between patents owned by said Miller of Miller Engineering Company and applications assigned to the Owens Bottle Company as follows:

58197	48328
48198	48329
48199	48415
48326	48447
48327	49069

50632

[fol. 16461] That at the time of the Tucker, Reeves & Beatty settlement (Bill of Complaint, Paragraph 79) there was pending in the United States District Court for the Southern District of Ohio a suit of the Owens Bottle Company, plaintiff, against Tucker, Reeves & Beatty, defendants, charging infringement of Lott patents Nos. 1,382,993 and 1,382,994 and 1,458,834. There were also pending interferences in the Patent Office between Tucker & Reeves applications and applications assigned to the Owens Bottle Company as follows:

39376	48329
48326	48447
48327	52257
48328	52259

52260

That at the time of the acquisition by Owens of certain assets of the O'Neil Machine Company, there was pending in the United States District Court for the Northern District of Ohio, a suit brought by Owens-Illinois Glass Company, plaintiff, against the O'Neill Machine Company and Frank O'Neill, defendants, charging infringement of Soubier patent No. 1,705,341. That there was also pending at that time on an application assigned to the O'Neill Machine Company and an application assigned to Owens-Illinois Glass Company an interference No. 62,766.

—— ——, Counsel for Plaintiff; —— ——, Counsel for Defendant, The Owens-Illinois Glass Company.

[fol. 16462] GOVERNMENT EXHIBIT No. 1

Agreement

This Agreement dated the 30th day of June, 1916, between the Empire Machine Company, a corporation of Maine, and the Hartford-Fairmont Company, a corporation of New York, Witnesseth that,—

(1) Whereas the Empire Machine Company is the owner of certain applications for Letters Patent now pending in the United States Patent Office, as follows, to-wit,—

(a) Application of Benjamin D. Chamberlin, for Process for the Production of Blown Glass Articles, Filed June 2, 1911, Serial No. 630,944.

(b) Application of Benjamin D. Chamberlin, Apparatus for the Manufacture of Blown Glass Articles, Filed Sept. 16, 1915, Serial No. 51,031, as a division of the first named application.

(c) Application of Benjamin D. Chamberlin, for Means for Obtaining Glass from a Furnace, Filed November 15, 1913, Serial No. 801,186.

(d) Application of Benjamin D. Chamberlin, for Method of Obtaining Glass from a Furnace, Filed May 19, 1915, Serial No. 29,082, as a division of the foregoing application, Serial No. 801,186.

(2) And whereas the Hartford-Fairmont Company is the owner of certain applications for Letters Patent now pending in the United States Patent Office as follows, to-wit,—

(e) Application of Karl E. Peiler, for Feeder for Molten Glass, Filed August 3, 1912, Serial No. 713,143.

(f) Application of Karl E. Peiler for Feeding Molten Glass, Filed March 10, 1914, Serial No. 823,694.

(g) Application of Karl E. Peiler for Art of Feeding Molten Glass, Filed March 7, 1916, Serial No. 82,654, as a division of the foregoing application Serial No. 713,143.

and is further the owner of a certain glass feeding machine known as the paddle feeder now in use in the works of the Monongah Glass Company at Fairmont, West Virginia, and [fol. 16463] substantially as shown in the following working

drawings of the Hartford-Fairmont Company, of which blue print copies are furnished herewith:

730-E-109	699-D-162
730-E-120	699-D-163
730-D-124	699-D-164
730-D-125	699-D-170
730-D-128	800-E-2
730-D-129	750-D-156
730-D-131	750-D-158
730-D-132	810-E-1
730-D-134	810-E-6
730-D-135	760-D-2
730-D-138	

(3) And whereas the Commissioner of Patents has declared certain interferences to-wit, numbers 39,374; 39,375; 39,376; 39,377; 39,428 and 39,429 between the said Chamberlin applications, Serial Numbers 801,186 and 29,082, and the said Peiler applications Serial Numbers 713,143 and 823,694, which interferences are now pending undetermined in the United States Patent Office.

(4) And whereas the parties hereto are desirous of insuring their respective rights to use the apparatus and processes disclosed in the said Chamberlin and Peiler applications, and common to both of those parties, and to provide for the use by the Empire Machine Company, of glass feeding machines like those now in use at Fairmont, West Virginia;

(5) Now therefore, the parties hereto, to accomplish the objects above set forth, have in consideration of the mutual agreements and licenses herein contained, agreed as follows:

(6) The Hartford-Fairmont Company hereby grants to the Empire Machine Company a license exclusive of the Hartford-Fairmont Company and all other parties and persons under any and all patent rights of the United States of America which the Hartford-Fairmont Company now [fol. 16464] has or may obtain on any apparatus or process disclosed in any of the said Chamberlin applications, such license to cover the right to make, vend, lease and use such apparatus and practice such processes and to be divisible and assignable as to each and all of such rights, and to be free from the payment to the Hartford-Fairmont Com-

pany of all royalties and license fees, all when such apparatus or processes are used in connection with the manufacture of glassware specified in this section and not otherwise:

(a) Parts of electric lamps and ray tubes, other illuminating and light diffusing glassware to be used in connection with artificial illumination not being included in this subdivision.

(b) Signal and optical glassware.

(c) Glassware intended and adapted for heat resisting, chemical resisting and low expansion purposes, made from glass containing one per cent (1%) or more of boric oxide.

(d) Glassware intended and adapted for holding food in process of cooking.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(7) The Empire Machine Company hereby grants to the Hartford-Fairmont Company a license exclusive of the Empire Machine Company and of all other parties and persons under any and all patent rights of the United States of America, which the Empire Machine Company now has or may obtain on any apparatus or process disclosed in any of the said Peiler applications, such license to cover the right to make, vend, lease and use such apparatus and practice such processes, and to be divisible and assignable as to each and all of such rights, and to be free from the pay-[fol. 16465] ment to the Empire Machine Company of all royalties and license fees, all when such apparatus or processes are used in connection with the manufacture of glassware specified in this section, and not otherwise.

(a) Pressed glassware, except illuminating and light diffusing glassware to be used in connection with artificial illumination.

(b) Wide and semi-wide mouth ware not blown in paste-molds, except illuminating and light diffusing glassware to be used in connection with artificial illumination.

(c) Narrow-neck ware not blown in paste molds and weighing more than seven ounces.

(d) Narrow-neck ware weighing seven ounces (7 oz.) or less, not blown in paste molds and intended and adapted as containers for beverages or food products.

The license granted in this section shall not, however, extend to the manufacture of any articles the exclusive rights in connection with which are by section 6 hereof, vested in the Empire Machine Company.

(8) The Hartford-Fairmont Company, and the Empire Machine Company each hereby grants to the other, a non-exclusive license under any and all patent rights of the United States of America which they respectively may obtain on any apparatus or process disclosed in any of the said applications belonging to the other, such license to cover the right to make, vend, lease and use such apparatus, or practice such processes, and to be divisible and assignable as to each and all of such rights, and to be free of royalties and license fees, all when such apparatus or processes are used in connection with the manufacture of articles other than those for which the exclusive rights are by sections 6 and 7 hereof vested in the parties hereto, and not otherwise.

[fol. 16466] (9) The Hartford-Fairmont Company further grants to The Empire Machine Company an exclusive license, for the United States of America and the territories thereof, to use any and all inventions embodied in the said glass feeding machine known as the Paddle Feeder; such license to cover the right to make, vend, lease and use such apparatus or practice processes falling within such inventions, and to be divisible and assignable as to each and all of such rights and to be free of royalties or license fees, all when such invention or inventions are used in connection with the manufacture of glassware for which the exclusive rights are by subdivisions (a), (b), (c) and (d) of Section 6 hereof vested in the Empire Machine Company, and not otherwise.

(10) The Hartford-Fairmont Company further grants to the Empire Machine Company, a non-exclusive licensee, for the United States of America and the territories thereof, to use any and all inventions embodied in the said Glass Feeding machines, such license to cover the right to make, vend, lease and use apparatus or practice processes embodied in such machines, and to be divisible and assignable

as to each and all of such rights, but only when such invention or inventions are used in connection with the manufacture of articles other than those for which the exclusive rights are by subdivisions (a), (b), (c) and (d) of section 6 and by section 7 hereof vested in the parties hereto, said grant being upon the following terms and conditions, to-wit,—

(a) No license fee shall be payable to the Hartford-Fairmont Company on account of any machine built under this section for the Corning Glass Works or the successors or assignees of its whole business or for the Empire Machine Company, nor shall any royalty be payable to the Hartford-Fairmont Company by reason of the use by the Corning [fol. 16467] Glass Works or the successors or assignees of its whole business, or by the Empire Machine Company of any such machine in the manufacture of illuminating and light diffusing glassware to be used in connection with artificial illumination.

(b) No other licenses or sub-licenses shall be granted by Empire Machine Company for the use of the inventions under which it is licensed in this section, except for the use thereof in connection with glass blowing or pressing apparatus embodying or operating in accordance with inventions owned or controlled by Empire Machine Company and with the inventions common to the said Chamberlin and Peiler applications, and then only upon the payment of license fees and royalties not less than those charged by Hartford-Fairmont Company to another licensee or other licensees for similar rights under said inventions, it being understood that the Empire Machine Company shall have the right to change said license fees and royalties at any time to cause them to be the same as those charged at such time by the Hartford-Fairmont Company. If the Hartford-Fairmont Company has no such other licensee or licensees at any time when Empire Machine Company may desire to grant a sub-license hereunder, then the license fees and royalties to be charged shall be subject to agreement by the parties hereto. Empire Machine Company shall be entitled to retain twenty-five (25) per cent and shall promptly, upon the collection thereof, pay over to the Hartford-Fairmont Company seventy-five (75) per cent of all royalties charged under this sub-division of this section.

[fol. 16468] (11) The Empire Machine Company shall require its licensees to keep proper books of account in respect of all ware made by them under their sub-licenses on which ware royalties are to be paid to the Hartford-Fairmont Company under this agreement, and shall require detailed statements thereof to be made not later than the last day of January, April, July and October of each year during the life of this agreement, showing the production of such ware during the three months last preceding the month in which such return is to be made; provided that nothing in this section shall prevent the Empire Machine Company from placing more rigorous accounting requirements on its licensees. The Empire Machine Company shall also keep proper books of account showing the number and kinds of machines made and sold by it under this license in respect of which it is required to pay license fees, and showing ware produced by it upon which royalties are to be paid, if any, and shall make to the Hartford-Fairmont Company, detailed statements thereof, and of the returns made by its licensees, within fifteen days following the said last days of January, April, July and October, and shall at the time of making such returns, pay to the Hartford-Fairmont Company, any royalties or license fees shown thereby to be due; provided, however, Empire Machine Company shall not be required to pay and shall not be liable for any royalties due from its licensees until the same shall have been received or collected by it, it being understood that the Empire Machine Company shall use due and reasonable diligence in making and enforcing collections. The Empire Machine Company shall further, by restrictions embodied in its sub-licenses, and by proper notices placed upon machines furnished by it under this license, restrict the use of such machines to the [fol. 16469] fields to which it is hereby licensed, and in case that any such machine is licensed for the production of goods upon which no royalties are to be paid, shall further, by such notices, restrict the use of such machine to such restricted fields on account of which no royalties are to be paid. The Empire Machine Company shall further, by proper provisions in its sub-licenses, and by proper notices placed upon machines made, or used, or sold under this agreement, provide for properly marking the said machines as being patented, with the numbers or dates of patents of the Hartford-Fairmont Company which may be embodied therein.

(12) It is understood and agreed that neither of the parties hereto guarantees or warrants to the other the ownership of, or title in, the respective inventions and patent rights herein referred to, inasmuch as their respective ownerships and titles are yet to be determined, and that the licenses herein granted are therefore limited to the patent rights that may be obtained by the respective grantors.

(1) In case any tribunal, or tribunals, or any court, or courts, of competent jurisdiction shall, by a non-appealable decision, or decisions, or by a decision or decisions from which no appeal is taken, decide that neither of the parties hereto is entitled to any claim covering the said apparatus or processes disclosed in the said Chamberlin and Peiler applications and common to both of those parties, then from the time of such decision the said Empire Machine Company shall pay Hartford-Fairmont Company license and royalty fees for the said feeding machines that may be made or leased or sold by the said Empire Machine Company or its said licensees after the time of such decision. The said license and royalty fees shall be not more nor less at any time [fol. 16470] than those charged by Hartford-Fairmont Company to its other licensee or licensees for similar rights for the use of such feeding machines. If the Hartford-Fairmont Company has at the time of such decision, no such other licensee or licensees then the license fees and royalties to be charged shall be determined by agreement between the parties hereto. The said royalties shall be paid to the end of the term of any U. S. patent or patents which may be owned or obtained by the Hartford-Fairmont Company on any of the features of the said feeding machines thus made or leased or sold by the said Empire Machine Company or its said licensees after the time of such decision.

(14) It is hereby agreed that either of the parties hereto desiring to bring suit for infringement for the use, within the field restricted to it by this agreement, of any patent belonging to the other party under which it is hereby licensed, is hereby authorized to bring suit for its own use and profit in the name of the owner of such patent for profits and damages resulting from infringement of such patent, and for injunctions against future infringing use of such patent.

(15) The Hartford-Fairmont Company hereby grants to the Empire Machine Company, in the Dominion of Canada under any patents Hartford-Fairmont Company may own or acquire therein on the inventions disclosed in the hereinbefore mentioned United States applications of Chamberlin, rights the same as and co-extensive with the rights which are granted to the Empire Machine Company for the United States by sections 6 and 9 hereof.

[fol. 16471] (16) The Empire Machine Company hereby grants to the Hartford-Fairmont Company, an exclusive license under any and all patents which it may own or acquire in the Dominion of Canada on the inventions disclosed in the hereinbefore mentioned United States applications of Peiler, such license to cover the right to make, use, vend and lease such apparatus or practice such processes, and to be divisible and assignable as to each and all of such rights, and to be free of royalties and license fees, the license granted in this section being only for such apparatus or processes when used in connection with the manufacture of articles or goods other than those for which the exclusive rights are by section (6) hereof vested in the Empire Machine Company.

(17) The Hartford-Fairmont Company hereby grants to the Empire Machine Company, a non-exclusive license under any and all patent rights which the Hartford-Fairmont Company may obtain in countries foreign to the United States, except the Dominion of Canada hereinbefore provided for and the Empire of Japan, on any and all machines, apparatus or processes disclosed in the said Chamberlin applications, such license to cover the right to make, use, lease and vend such machines and apparatus or practice such processes, and to be divisible and assignable as to each and all of such rights, and to be free from royalties and license fees, the license granted in this section being only for such machines, apparatus or processes as may be employed for the production of incandescent electric lamp bulbs intended and adapted to be manufactured into electric lamps, or for the production of mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

[fol. 16472] (18) The Empire Machine Company hereby grants unto the Hartford-Fairmont Company, an exclusive

license under any and all patent rights which the Empire Machine Company may obtain in countries foreign to the United States, except the Dominion of Canada, hereinbefore provided for, and the Empire of Japan, on any machine, apparatus or process disclosed in the said Peiler applications, such licenses to cover the right to make, use, lease and vend such machines, apparatus and practice such processes, and to be divisible and assignable as to each and all of such rights, and to be free from royalties and license fees, the license granted in this section being only for such machines, apparatus and processes as may be employed in the production of articles other than those for which a license is granted by the Hartford-Fairmont Company to the Empire Machine Company by section 17 hereof.

(19) It is understood and agreed by and between the parties hereto that questions and differences of opinion relative to the classification under this agreement of specific articles or kinds of glassware, shall be settled if possible by mutual agreement, and the settlement when expressed and accepted in letters or other written form by the parties hereto, shall be binding upon both of them.

In Witness Whereof each of the parties hereto has caused this Instrument to be executed in its name and behalf by its President, and its corporate seal to be thereunto affixed, [fols. 16473-16476] duly attested by its Secretary the day and year first above written.

Empire Machine Company, by Alexander D. Falck, President. Attest: Wm. J. —— (Signature illegible), Secretary. Hartford-Fairmont Company, by Bartlett Arkell, President. Attest: —— —— (Signature illegible), Secretary.

* * * * * * *

(Here follow 3 photolithographs, side folios 16477, 16478, and 16479-16480)

Government Exhibit No. 19

CORNING GLASS WORKS

GENERAL OFFICES, CORNING, N.Y.
NEW YORK OFFICE, 501 FIFTH AVE.

ALEXANDER D. FALCK, PRESIDENT
ARTHUR L. DAY, VICE PRESIDENT
GEORGE B. HOLLISTER, VICE PRESIDENT
EUGENE C. SULLIVAN, VICE PRESIDENT
WILLIAM SINCLAIRE, SECRETARY
JOHN L. THOMAS, TREASURER

EXECUTIVE COMMITTEE
ALANSON B. HOUGHTON
ARTHUR A. HOUGHTON
ALEXANDER D. FALCK

CORNING, N.Y. March 28,1924.

Hartford-Empire Company,

Hartford, Conn.

Gentlemen:-

It is our understanding that the "Agreement Relating to Patent Rights and Formulas", a copy of which is hereunto attached, made between this Company, your

Company, Hartford-Fairmont Company, and Empire Machine Company, has, by mutual consent, been amended and amplified by the following additions and changes therein, the page references being to the printed copy of the agreement:

On page 3, in the preamble, it is understood that the date of the agreement is the 6th day of October, 1922.

It is understood that the dates intended to be specified in all the blanks in section 11 on page 18 is October 5, 1922.

It is understood that the date intended to be specified by the blanks in section 5 (a) on page 21 and section 6 (a) on page 22 is October 6, 1922.

It is understood that section 10 (a) on page 25 has been amended by inserting at the end of line 2 after "rights" the words: "in fare Divisions A, B, F and G or

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any of them are exercised by Corning Company or by its assignee or assignees, or by a successor or successors, or by a subsidiary or subsidiaries of Corning Company in such ware division or divisions severally. No royalty payable when such rights in Ware Divisions C, D and E", and by inserting after "whole" line 4, the words: "of its business in such last named ware divisions collectively", so that the section shall read as follows:

(a) "In Ware Divisions A, B, C, D, E, F and G-Exclusive, assignable, and divisible. No royalty payable when such rights in Ware Divisions A, B, F and G or any of them are exercised by Corning Company or by its assignee or assignees or by a successor or successors or a subsidiary or by subsidiaries of Corning Company in such ware division or divisions severally. No royalty payable when such rights in Ware Divisions C, D, and E are exercised by Corning Company or its successors, subsidiaries, or assigns of the whole of its business in such last named ware divisions collectively. Upon any sub-license being granted by Corning Company to parties other than those named in this sub-section 10(a) Hartford shall receive 30% of the royalties actually collected by Corning Company from such licensees."

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Hartford-Empire Company-3.

Please indicate your agreement to the change above noted on the duplicate copy of this letter herewith enclosed.

Yours truly,

CORNING GLASS WORKS

By Alexander Pitcher

President.

April 1 1924.

Concurred in and agreed to:

HARTFORD-EMPIRE COMPANY.

By Theodore Swarb

Vice President.

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[fol. 16481] **Agreement Relating to Patent Rights and Formulas**

Preamble

This agreement made this sixth day of October 1922, between the Corning Glass Works, hereinafter called the "Corning Company," a corporation organized under the laws of the State of New York and having its principal place of business at Corning, in said state; and the Hartford-Fairmont Company, hereinafter called the "Fairmont Company," a corporation also organized under the laws of said State and having a place of business at Hartford, Connecticut; and the Empire Machine Company, hereinafter called the "Empire Company," a corporation organized under the laws of the State of Maine and having its principal office at Portland, Maine, and the Hartford-Empire Company, hereinafter called the "Hartford Company," a corporation organized under the laws of the State of Delaware and having a place of business at said Hartford, Connecticut,

Witnesseth that:—

Article I.

General Statement

Section 1. Whereas the parties hereto, being primarily engaged respectively in the manufacture of glass, and in the development of glass machinery, are desirous of making a division of certain rights in inventions now or hereafter owned or controlled by any party hereto, between the Hartford Company and the Corning Company;

[fol. 16482] Now, therefore, the parties hereto have in consideration of the premises, and of the grants and covenants hereinafter contained, agreed that the hereinafter recited rights in inventions of the several parties hereto shall be divided and vested as follows.

Article II.

General Provisions.

Experimental Development.

Section 1. (a) The Hartford Company agrees that it will, upon application of Corning Company, endeavor to

develop, improve or build for experimental purposes (through itself or its subsidiaries) such machines or mechanical devices or processes for blowing, pressing or drawing glass or for feeding molten glass as the Corning Company shall require for the field of its business in which licenses are granted to it under Article IV hereof, and as it shall specify in such application.

(b) The Corning Company agrees that it will, upon application of the Hartford Company, endeavor to develop, improve or formulate (through itself or its subsidiaries) such compositions and formulas of glass, and such processes directly involved in applying and using the same as the Hartford Company shall require for the field of its business in which licenses are granted to it under Article IV hereof and as it shall specify in such application.

(c) The party making the application shall reimburse the other party for the actual cost of such developing, improving, building or formulating, including a fair overhead charge (but without profit). Any royalties due on any account from the party making said development, to the party applying therefor may be credited and applied by the developer upon such cost.

(d) The title to the invention, machine, apparatus, process, formula or composition so developed shall remain in the developer, who shall, upon a completion of such development, satisfactory to the applicant, grant to the [fol. 16483] applicant a license or licenses for its use limited in accordance with the principles of Article IV hereof, respectively, including the royalty provisions thereof.

(e) Provided, however, that neither party need so develop, disclose or patent the inventions, machines, apparatus, processes, formulas, or compositions so developed by it when in the judgment of such party it would be detrimental to it or helpful to its competitors to do so, but after such disclosure shall be made to any other than the owner or its subsidiaries it shall be made to the other of the said parties.

(f) Provided further that neither company shall be required to give priority in rendering such service or doing such work, when to do so would substantially and unduly conflict with its business with other parties.

(g) It is the intention of this section that the Corning Company and the Hartford Company shall place at the

service of each other's business the special knowledge and facilities controlled by each, to a reasonable extent and for their mutual benefit.

Sub-licenses under Glass Rights to Hartford Only With Hartford or Fairmont Machines

Section 2. The Hartford Company agrees that it will not issue sub-licenses of the glass rights hereby granted to it by Article IV hereof, except for use of such rights with machines licensed or controlled by said Hartford or Empire or Fairmont Company, or their subsidiares, and except that it will, at the request of the Corning Company, grant sub-licenses of such rights to a specified nominee or nominees of the Corning Company for the manufacture of specified articles to be made solely by hand, unless it, the said Hartford Company has one or more of its machines in use in the commercial production of such articles; Provided that the Hartford Company shall have the right, instead of granting such license, to elect, within two months after receiving such request, to develop, within the succeeding eighteen months after such election, and shall so actually develop and put into commercial use within said eighteen [fol. 16484] months a machine for making such articles. In the event that such sub-license for hand manufacture shall be granted, the royalties therefrom shall be divided in the proportion of ninety per cent (90%) to the Corning Company and ten per cent (10%) to the Hartford Company.

Acquisition of Inventions

Section 3. Each party will, so far as it reasonably can, require each of its officers and employees engaged in the development of fields in which another party hereto is hereby granted license rights from it, to assign to such first named party all inventions made by such officers and employees applicable or relating to such field, and each party further agrees that it will, in purchasing rights to any invention, endeavor to provide that the other parties hereto (that is to say, the Hartford Company on the one hand, and the Corning Company on the other), shall have the opportunity to acquire a license interest therein in the field of such party as such field is defined in Article IV hereof.

Renunciation of Patents

Section 4. Any party hereto licensed or entitled to a license by virtue of this Agreement under any patent now issued or to be issued, shall be entitled, at any time not later than ninety (90) days after receiving notice in writing of the issuance of such patent, to renounce forthwith its license under any claim or claims of such patent, by giving notice in writing to the party to whom a royalty shall be payable for the use of such patent, in which event the party given such license shall not be compelled by virtue of this Agreement to pay any license fees or royalties to the owner of the patent under any such claim or claims, and the owner shall be then free to sue, as an infringer of the claim or claims so renounced, the party so renouncing its license, but no such renouncing of the license shall relieve the party so renouncing of its obligation to make or continue the grant of license rights as herein provided to another party to this contract. Herewith attached, and marked Schedule D, is a list of issued United States patents as to which the parties hereto own or claim to own or control some interest, but the inclusion of any patent in such [fol. 16485] list is not to be construed as a representation that any license herein granted is under such particular patent. It is recognized that the list may not be complete.

Needle Feeder Considered Hartford Patent

Section 5. It is understood and agreed between the parties that for the purposes of this Agreement, any feeder for glass having a plunger or needle reciprocating in line with and towards and from a submerged feed outlet and delivering mold charges of glass suspended until cut shall during the years 1922, 1923 and 1924 be considered as a patented invention owned or controlled by the Hartford Company.

Royalties for the use of any one invention shall in no case extend or continue for more than seventeen years.

Right to Sue

Section 6. Each party hereto, being the holder of the legal title to any patent under which another party hereto is by this Agreement given an exclusive license, either generally or in a certain field or fields, hereby agrees that it will, at the written request of the licensee, and subject to

the provisions set forth in this Section, institute and prosecute such suit or suits at law or in equity as may be necessary or proper to recover damages for and restrain infringement of any such patent in such licensed field, or will permit the licensee to institute and prosecute such suit or suits in the holder's name.

The holder of the legal title to the patent involved in any suit brought directly by it under the above provision shall pay in the first instance all the expenses of such suit and shall be entitled to reimburse itself for such payments from any recoveries had therein. It shall also be entitled to retain for itself out of such recoveries in such suit a sum equal to the royalty, if any, established by this Agreement for the use of the invention or inventions upon which the recovery is based, and covering the period and extent of such infringing use. If the infringing use upon which recovery is had is in a field for which an exclusive license is held by the party making such request all excess of [fol. 16486] such recoveries over and above the above deductions shall be paid to the licensee. If the infringing use upon which recovery is had is in a field for which a non-exclusive license is held by the party making such request (including the cases herein in which a shop right is reserved to the owner of a patent) all excess of such recoveries over and above deductions above provided for shall be divided between the owner of the patent and the licensee hereunder in the ratio of the use (measured in the value of the ware produced), which the owner and licensee respectively, either through themselves or their subsidiaries or licensees, shall have made of the invention in suit in the particular field or fields infringed for the two years last preceding the bringing of such suit.

If the holder of the patent fails to bring, as above provided, such suit within four months after being so requested, the licensee may institute and prosecute such suit in the name of the holder of the legal title of the patent under the following conditions,

(a) If the license as to such infringed field is exclusive, the cost of such suit shall be at the expense of the licensee, who shall control such suit. The licensee shall pay to the owner of the patent upon which a suit is brought under this sub-section, from the amount recovered in such suit, after paying the expense thereof, a sum equal to the royalty, if any, established by this Agreement for the use of the

invention or inventions upon which the recovery is based, and covering the period and extent of such infringing use.

(b) If the license as to such field is not exclusive (including the cases herein in which a shop right is reserved to the owner of the patent) such suit shall be at the joint expense and under the joint control of the owner and licensee (through counsel mutually selected by them) and all recoveries had therein shall enure to the owner and licensee after paying to the owner of the patent a sum equal to the royalty, if any, established by this Agreement for the use of the invention upon which the recovery is based, and covering the period and extent of such infringing use. The basis of mutual contribution to the joint expense [fol. 16487] and of participation in the recoveries shall be the ratio of the use (measured in the value of ware produced) which the owner and licensee respectively, either through themselves or their subsidiaries or licensees, shall have made of the invention or inventions in suit in the particular field or fields infringed for the two years last preceding the bringing of the suit. The owner may, if it so elects, relieve itself of the obligation to share in the expense of a suit brought under this sub-section by giving notice in writing to the licensee prior to the institution of the suit or promptly upon being informed of the institution thereof, of its desire to be so relieved, in which case the owner shall not be entitled to participate in the recoveries had therein.

This Contract Subject to Certain Contracts

Section 7. All the rights granted and obligations assumed in this Agreement are subject to certain existing contracts of the parties hereto with parties other than those to this Agreement, set forth in Schedule E attached hereto, and nothing herein shall prevent the full performance of the obligations under said contracts.

Licenses Limited to United States

Section 8. The licenses granted by Article IV, or provided for herein to any party hereto and all rights and options created hereby are expressly restricted to the United States and grant no right, either expressly or by implication, outside of the United States.

Arbitration

Section 9. All disputes or questions which cannot be settled by mutual consent of the parties, arising under the terms of this Agreement between the Corning Company on the one hand, and either the Hartford Company, or the Fairmont Company on the other hand, may by either party be referred to three arbitrators for final decision. One of such arbitrators shall be appointed by the Corning Company, another by the Hartford Company, and the third by the first two arbitrators so appointed. If either the Hartford Company or the Corning Company shall fail so to appoint its arbitrator within thirty days after written notice of like appointment by the other of said two [fol. 16488] companies, said other may also appoint the second arbitrator, and the third shall be appointed in the manner set forth above. Any written award made and concurred in by a majority of said arbitrators relating to a matter which under the terms of this Section has been referred to such arbitrators, shall be final and binding upon all the parties to this Agreement.

Expense of Adaptation

Section 10. If for the adaptation of any machine invention licensed hereunder for the production of any special article of glass (for which article of glass the machine is not then capable of commercial use) the licensee, after refusal by the licensor to undertake such work under the provisions of Section 1, of this Article, expends money in experimental work and investigation, (as distinguished from commercial manufacture), then and in that event the sum so spent shall be deductible from the royalties payable by said licensee upon the articles produced by such machine, whose production by such machine has been made possible by such adaptation.

Rights in Articles Not Included in Any Ware Divisions

Section 11. (a) Rights under inventions for the United States now or hereafter owned or controlled by any party hereto relating to any article of glass not certainly included within any of the Ware Divisions hereinafter set forth shall, if possible, be apportioned by mutual agreement of the Hartford Company and the Corning Company to one of

them exclusively. In case of failure so to agree, and upon an award by the arbitrators that such article is not certainly included in any Ware Division, the said Hartford and Corning Companies shall jointly enjoy the rights in such inventions. including the right to assign and divide said rights and to grant sub-licenses to others for the exercise of said rights.

(b) A normal royalty for such use shall be paid to the Hartford Company should either the Hartford or Fairmont Companies own or control such invention, and a normal royalty shall be paid to Corning Company should it own or control such invention.

[fol. 16489] Options

Section 12. Whenever either the Hartford Company or the Corning Company is willing to dispose of machine rights other than those relating to feeding, pressing, blowing or drawing glass it will notify the other party of such desire with a view to giving such other party the preference, in all such cases, consistent with the interests of the party proposing to dispose of such rights. It is further agreed as to machine rights and glass rights falling within the general scope of this Agreement but reserved by the owner thereof, (for example Hartford's rights for the manufacture of insulators of common glass and Corning's rights for the manufacture of Pyrex insulators), that whenever either party is willing to dispose of any such rights it will notify the other party of such desire with a view to giving such other party the preference in all such cases, consistent with the interests of the party proposing to dispose of such rights.

Restrictions on Use in Ware Division "C"

Section 13. The Corning Company agrees that it will not use any invention licensed to it under Article IV in the manufacture of articles falling within Ware Division C and intended and adapted for storage and preservation of food products, unless the thermal expansion, electrical properties, chemical resistance or thermal endurance of the special glass from which said articles are made shall be a factor or factors of sufficient commercial value in such articles as to permit the sale of such articles at a price greater than

the same article made of other glasses equal to the increased cost of making such article from special glass over the cost of making the same article from other glasses.

Section 14. The Corning Company further agrees that it will not grant (except to its successors in business or its subsidiaries) any right under any glass developed or acquired by it, for the use of such glass in the manufacture of "containers" falling within Ware Division J, or for the manufacture of any article in Ware Division J then being made under license from the Hartford Company, except [fol. 16490] for the production by hand or by machines licensed directly or indirectly from the Hartford Company. The restrictions of this section shall not apply to glasses having a linear coefficient of thermal expansion of less than .000006 per degree centigrade, but the Corning Company shall not grant any license for the manufacture of such glasses for uses recited in this section until it has given to the Hartford Company the first option for sixty (60) days to acquire the same upon as favorable terms as the Corning Company is willing to accept from any other party.

Guaranty of Royalties

Section 15. Whenever hereby a party hereto is granted an assignable and/or divisible license, the party so licensed shall be and remain bound and responsible to the licensor for royalties provided for in said license for all merchantable articles made thereunder whether such production is by itself, its subsidiaries, sub-licensees or assigns, except when such assignees or licensees are not selected by said first party.

Accounting

Section 16. (a) Any party hereto to whom an assignable and/or divisible license for any Ware Division is granted, providing for royalties to be paid to another party hereto, shall require its assignees and sub-licensees of such licensed right to keep complete books of account of the quantity and kinds of all merchantable articles produced by them under such assignments or sub-licenses, and all other facts necessary and advantageous in ascertaining the royalty payments due thereon, and shall require detailed statements to be made to it not later than the last day of January, April, July and October of each year during the life of this

Agreement, containing the facts relating to such production during the three months last preceding the month in which such return is to be made; provided that nothing in this section shall prevent said licensed party hereto from placing more rigorous accounting requirements on its assignees and sub-licensees.

[fol. 16491] (b) Each licensed party as to each license granted to it by which royalties are to become due to another party hereto, shall keep complete books of account of the quantity and kinds of all merchantable articles produced by it under said license, and all other facts necessary and advantageous to the licensor in ascertaining the royalties thereon, and not later than the 15th day of February, May, August and November of each year during the life of this Agreement, shall make to the licensor detailed statements containing such facts for the quarter ending the last day of December, March, June and September, preceding such return, and further containing true and correct copies of returns made to it by its assigns or sub-licensees for such quarter; and shall at the time of making such returns pay to the licensor the royalties shown thereby to be due.

(c) Any party hereto making an assignment or granting a sub-license under a license granted to it by this Agreement for a machine, apparatus or device, whether or not royalties are required to be paid to its licensor, shall by proper restrictions in its sub-licenses or assignments restrict the use thereof to the fields to which its license is limited by the terms hereof.

(d) For the purpose of insuring compliance with the terms of any license granted to a party hereto by this Agreement, the licensor, (if said license provides for royalties payable to said licensor), shall have, at any time, on proper notice, by its duly authorized agent (who shall be a licensed public accountant) access to the records of the licensee relating to manufacture of the ware covered by said license.

No Rights in Certain Glasses Granted to Hartford

Section 17. Nothing in this Agreement, except as provided in Article II, Sections 12, 13 and 14 hereof, shall operate to transfer from the Corning Company to the Hartford Com-

pany or to give the Hartford Company rights in or in connection with working and manufacture of any glass included in Ware Division C, except as to royalties as herein provided, or to limit Corning Company in the exercise of its rights in respect to such glass.

[fol. 16492] Cancellation in Case of Bankruptcy

Section 18. In case either the Corning Company or the Hartford Company shall become a bankrupt or a receiver shall be appointed for it, or shall make any general transfer for the benefit of its creditors, the other of said two companies shall have the right, at its option, to terminate this Agreement upon giving written notice to said first party of said termination, and of the cause thereof, and thirty days after the receipt of such notice, this Agreement shall cease and determine, except that no license then in force under then existing inventions shall be thereby terminated, but the same shall continue in full force subject to the payment of royalties as herein provided, nor shall any such termination release any party hereto for any moneys due another party hereto under this Agreement. This Agreement is non-assignable and rights hereunder shall be transferred only as specified herein.

Cancellation if Either Party Ceases to Develop

Section 19. In case either the Hartford Company or the Corning Company shall thereafter become subsidiary to or under the control of any corporation, firm or other business entity or shall cease to be actively engaged of itself or through a subsidiary in development or work in the glass industry, then and in such event, at the election of the other party, no license as to inventions acquired or developed after the date of such event, shall pass to either party.

Termination

Section 20. No rights shall pass hereunder, under inventions made or acquired subsequent to December 31st, 1939, but this Agreement shall otherwise continue in force until terminated by consent of all parties hereto unless otherwise terminated in accordance with its provisions.

[fol. 16493] ARTICLE III

Definitions

Section 1. The word "containers" means articles intended and adapted for packages for storage and sale of goods, or for transportation of goods.

Priority Rule for Ware Divisions

Section 2. Ware Divisions (as stated, lettered and placed in Article IV) alphabetically prior, dominate Ware Divisions alphabetically subsequent as to articles clearly included in the prior Divisions. For example, Ware Division A, "Bulbs, to be made into incandescent electric lamps, etc." automatically by its alphabetically prior position excludes such articles from Ware Division I, "Glassware intended and adapted for the protection of light sources," etc.

Exclusive

Section 3. The word *"Exclusive,"* (unless otherwise specified) means that the licensor and all others claiming under the licensor except the specified licensee, are excluded; but does not (unless otherwise specified) mean assignable, or divisible. But the words "exclusive and complete" mean all possible rights and powers.

Non-exclusive

The words *"non-exclusive"* (unless otherwise specified) do not of themselves include or confer any right to transfer or sub-divide the right in question.

Assignable

Section 4. The word *"assignable"* (unless otherwise specified) means that the party holding the given right under any given invention may assign the said right, but only as a whole.

The power hereinafter given in various places to assign a given right "once in its entirety" excludes (unless otherwise specified) any power of further assignment or subdivision.

Divisible

Section 5. The word *"divisible"* (unless otherwise specified) means and includes the power to grant sub-

licenses and to sub-divide and apportion the given right in any way whatsoever.

[fol. 16494] **Paddle Feeder**

Section 6. The words *"Paddle Feeder"* mean any or all inventions embodied in the Hartford-Fairmont Paddle Feeder in use in the works of the Monongah Glass Company at Fairmont, W. Va., on June 30, 1916, as shown by the following working drawings of the Fairmont Company.

730–E–109	730–D–132	800–E–2
E–120	D–134	750–D–156
D–124	D–135	D–158
D–125	D–138	810–E–1
D–128	699–D–162	E–6
D–129	D–163	760–D–2
D–131	D–164	
	D–170	

Machine Rights

Section 7. The words *"Machine Rights"* means rights in patented inventions as and when applied to machines or apparatus and processes, for blowing, pressing or drawing ware of the given Ware Division, or feeding molten glass for such ware. A license granting such rights, divisible without specified limitation, includes the right to make, use and vend to others the machine or apparatus, and to grant to others the right to make, use and vend said machine or apparatus; it also includes the right to use, and to transfer the right to use, such processes. When the license is assignable or divisible only in a restricted manner, it includes only such rights of making, vending, using and transferring as are within the limitations imposed and implied by such restriction.

Glass Rights

Section 8. The words *"Glass Rights"* mean rights in inventions for the glass formula or composition for the ware or glass specified, with all the processes and practices as and when directly and necessarily involved in feeding, blowing, pressing or drawing the same. Licenses relating to such formulas or compositions carry the same corollary rights implied by the nature of the license as are set forth as to licenses of machine rights in Section 7 of this Article.

[fol. 16495] Normal Royalty

Section 9. Wherever herein the term "*normal royalty*" is used, the same shall be understood to mean that income return which a licensor can obtain commercially and under normal conditions for the given invention. If no such commercial standard of normal royalty is then available, normal royalty shall be equal to one-third of the total of all savings of whatever nature afforded by the given right, as compared with costs under any other apparatus, process or formula then available to the licensee. In computing such savings, the burden due to investment, as well as the royalty or other payment which the licensee would be obliged to pay for the use of such other apparatus, process or formula shall be treated as elements of cost of production by such other apparatus, process or formula. If any other invention is used with the given invention hereby licensed, the saving shall be apportioned between such other invention and the licensed invention in accordance with the saving attributable thereto respectively. Provided, however, that should the licensee issue sub-licenses, in accordance with any right given it so to do under this Agreement, the normal royalty shall be the royalty or other income return received by it from such sub-licenses. Should a sub-license cover in one combined royalty or similar return, other rights than the given right, normal royalty shall be calculated upon the contributing royalty value or advantage of the given right.

Whenever herein a royalty is required to be paid by a party licensed or sub-licensed hereunder the same shall be computed upon the quantity of merchantable articles made under the given right.

At any time, when not less than two (2) years have elapsed since any given normal royalty was last determined, either party hereto may require a re-calculation, for the future, of such royalty, upon the same basis as set forth above.

Subsidiary

Section 10. The word "*subsidiary*" means a corporation, a majority of whose voting stock is held by the company to which such corporation is said to be subsidiary, or a part-
[fol. 16496] nership, stock association, or other business entity in which a majority or controlling interest is held by the company to which said entity is said to be subsidiary.

Empire Rights

Section 11. (a) The words *"Empire Rights"* mean the machine rights, or glass rights, as the case may be, controlled by Empire Company on June 7, 1922, or which by reason of contracts then in force, shall be acquired by the Empire Company, excluding rights in the Paddle Feeder.

Fairmont Rights

(b) The words *"Fairmont Rights"* mean the machine rights, or glass rights, as the case may be, controlled by the Fairmont Company on October 5, 1922, or thereafter.

Hartford Rights

(c) The words *"Hartford Rights"* mean the machine rights, or glass rights, as the case may be, controlled by the Hartford Company on October 5, 1922, or thereafter, excluding those covered by paragraphs (a) and (b) of this Section.

Corning Rights

(d) The words *"Corning Rights"* mean the machine rights, or glass rights, as the case may be, controlled by the Corning Company on October 5, 1922, or thereafter, excluding rights in the Paddle Feeder.

Rights Controlled

Section 12. Wherever herein a right, or invention, or other thing, is said to be "owned or controlled" by a party hereto, said expression (unless otherwise specified) shall mean that said right is so owned, or controlled, by said party or its subsidiary.

Invention

Section 13. The word *"invention"* means any apparatus, machine, process or composition expressed in any claim of an unexpired United States patent.

[fol. 16497]

Article IV

Apportionment of Fields

Section 1. It is agreed that the statement of rights, licenses, royalties, reservations and exclusions set forth in

this article as to each Ware Division is intended to set forth a certain status or final result that the parties hereto desire and intend to establish, and that the parties hereto do hereby make such grants, reservations and agreements as are necessary to establish and effect such final status and that this agreement shall be construed as having of itself made such grants, assignments and reservations. The parties hereto further severally agree that, if for any reason, further specific assignments, licenses or agreements shall appear to be necessary or proper to effect fully such final status, they will severally make, execute and deliver the same. The licenses hereby granted shall cover the remaining terms of the patents, present or future, covering respectively the right so licensed.

Section 2. The Machine Rights apportioned to Corning Company by this agreement in "Empire Machine Rights" and in the "Paddle Feeder" are understood to have been transferred to Corning Company in whole or in part by prior instruments.

Section 3. Ware Divisions as herein referred to shall be defined and described as follows:

Ware Division A shall consist of bulbs to be made into incandescent electric lamps or into any other permanently sealed enclosures for electrical purposes, and of tubing and cane for use in the manufacture of incandescent electric lamps and of other permanently sealed enclosures for electrical purposes.

[fol. 16498] *Ware Division B* shall consist of signal and optical glassware. This is ware whose form or composition is chiefly intended and adapted to refract or reflect light or absorb selected forms of energy, or to absorb light of selected wave lengths. Vault lights, bulls-eyes formed as integral parts of lantern globes, and actinic absorption glasses used in containers are excluded from this Division.

Ware Division C shall consist of glassware intended and adapted for use where its physical strength, or heat resistance or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear co-efficient of thermal expansion of less than .000000 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric strength, or

higher thermal endurance, or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

Ware Division D shall consist of glassware intended and adapted for holding food in the process of cooking or sterilizing (excluding "containers" from this Division), and of articles not now made of glass, made from novel glasses developed by Corning Company and demanding for the successful use for such articles properties not found in ordinary glasses.

Ware Division E shall consist of articles of glass which are especially adapted by reason of form or composition for electrical purposes.

Ware Division F shall consist of ware (a) in part of what is commonly known as laboratory ware, to-wit, ware intended and adapted especially for chemical and physical (including biological) testing or investigation, and ware intended and adapted especially for medical or surgical purposes and having a utility or value beyond the functions of a "container," and further, consisting (b) in part of what is known as art glass, to-wit, ware which is colored, translucent or opaque, and which on account of the aesthetic value of its color, translucency or opacity, sells on the market at a price substantially in excess of that which similarly [fol. 16499] shaped ware in transparent colorless glass would bring.

Ware Division G shall consist of drawn tube and cane.

Ware Division H shall consist of paste mold ware, that is to say, any ware made by rotating either the gather or the mold in relation to each other during blowing.

Ware Division I shall consist of glassware intended and adapted for the protection of light sources, and for diffusing or concentrating the light therefrom.

Ware Division J shall consist of pressed ware and blown ware, and of ware which is both pressed and blown.

Section 4. Whenever hereinafter a royalty is stated to be payable as to any given Ware Division or Divisions, such royalty, if connected with a right apportioned to Corning Company shall be payable to the Hartford Company, or its

successors, and if with a right apportioned to Hartford Company shall be payable to Corning Company, or its successors.

Section 5. Machine Rights Apportioned to Corning Company in Empire Machine Rights shall be as follows:

(a) In Ware Divisions A, B, C, D, E, and G—Exclusive, assignable and divisible. No royalty payable.

Provided that the acquisition of any right hereunder in Ware Division A by virtue of a reversion thereof to Empire Company from the American Blank Company, shall in no way operate to eliminate or reduce the royalty provided to be paid to Hartford Company under Section 6 of a certain agreement for formation of the Hartford-Empire Company dated October 6, 1922.

[fol. 16500] (b) In Ware Divisions F and H.—Non-exclusive, assignable only to successors (meaning thereby successors of the Corning Company in a Ware Division or lettered subdivision thereof severally), but sub-licenses may be granted to subsidiaries. No royalty payable.

(c) In Ware Division J—none.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 6. Machine Rights Apportioned to Corning Company in Paddle Feeder shall be as follows:

(a) In Ware Divisions A, B, C, and D—Exclusive, assignable and divisible. No royalty payable.

Provided that the acquisition of any right hereunder in Ware Division A by virtue of a reversion thereof to Empire Company from the American Blank Company, shall in no way operate to eliminate or reduce the royalty provided to be paid to Hartford Company under section 6 of a certain agreement for the formation of the Hartford-Empire Company, dated October 6, 1922.

(b) In Ware Division G—Exclusive, assignable and divisible. Royalty payable—sixty (60) per cent of normal.

(c) In Ware Divisions E and H—Non-exclusive, assignable and divisible only to successors of Corning Company and subsidiaries. No royalty payable.

(d) In Ware Division F—Non-exclusive, assignable only to successors (meaning thereby successors of Corning Company in this Ware Division or subdivisions (a) and (b) thereof severally), but sub-licenses may be granted to subsidiaries. Royalty payable sixty (60) per cent of normal.

(e) In Ware Division J—None.

(f) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

[fol. 16501] Section 7. Machine Rights Apportioned to Corning Company in Hartford and Fairmont Machine Rights (Except Paddle Feeder) shall be as follows:

(a) In Ware Division A—Exclusive, assignable and divisible. Royalty payable as follows:
On bulbs—Thirty (30) cents per thousand bulbs.
On other ware—Normal royalty.

(b) In Ware Divisions B, C, D, and G—Exclusive, assignable and divisible. Royalty payable—sixty (60) per cent of normal.
Provided that if the rights apportioned by this sub-paragraph in Ware Divisions B, C and D, be exercised by an assignee or licensee of the Corning Company (except where such assignee or licensee is a successor or subsidiary of such Company) in the manufacture of "containers," which, save solely for the glass from which they are made, would fall in Ware Division J, a normal royalty shall be payable.

(c) In Ware Division E—Non-exclusive, assignable and divisible only to successors and subsidiaries. Normal royalty payable.

(d) In Ware Divisions F and H—Non-exclusive, assignable only to successors (meaning thereby successors of Corning Company in a Ware Division or lettered subdivision thereof severally) but sub-licenses may be granted to subsidiaries. Royalty payable—sixty (60) per cent of normal.

(e) In Ware Division J—None.

(f) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 8. Machine Rights Apportioned to Corning in Corning Machine Rights shall be as follows:

(a) In Ware Divisions A, B, C, D, E, F, and G—Exclusive and complete. No royalty payable.

[fol. 16502] (b) In Ware Division H—The right to use the same in its own shops, to sub-divide such shop right among itself and its subsidiaries, to assign such shop right to successors and to assign said right once generally in its entirety, such assigned shop right or shop rights to be restricted to use in a single factory or single group of factories all located in the same county. No royalty payable.

(c) In Ware Division J—The right to use the same in its own shops, to assign such shop right to its successors and subsidiaries. No royalty payable.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 9. Glass Rights Apportioned to Corning Company in Corning Glass Rights shall be as follows:

(a) In Ware Divisions A, B, C, D, E, F, and G—Exclusive and complete.

(b) 1. In Ware Division H—for all ware other than tumblers and lamp chimneys—exclusive and complete.

2. For tumblers and lamp chimneys—a right to use in its own shops, to sub-divide such right among itself and its subsidiaries, to assign the same to its successors, and to assign such right once generally in its entirety, such assigned shop right to be restricted to use in a single factory or single group of factories all located in the same county. No royalty payable.

(c) In Ware Division J—The right to use in its own shops, to subdivide such shop right among itself and its subsidiaries and to assign such shop right to its successors.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 10. Glass Rights Apportioned to Corning Company in Hartford and Fairmont Glass Rights shall be as follows:

[fol. 16503] (a) In Ware Divisions A, B, C, D, E, F, and G—Exclusive, assignable and divisible. No royalty payable when such rights are exercised by Corning Company or

its successors, subsidiaries or assigns of the whole. Upon any sub-licenses thereof granted by Corning Company to parties other than those named in this sub-section 10 (a) Hartford shall receive ninety (90) per cent of the royalties actually collected by Corning Company from such sub-licensees.

(b) In Ware Division H—Restricted to use in making tumblers or lamp chimneys; non-exclusive, divisible only among itself and its subsidiaries and assignable only to its successors in the tumbler, and/or lamp chimney business, and assignable once generally in its entirety, such assigned right being restricted to use in a single factory or single group of factories all located in the same county. No royalty payable.

(c) In Ware Division J—None.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 11. Machine Rights Apportioned to Hartford Company in Empire Machine Rights shall be as follows:

(a) In Ware Divisions A, B, C, D, E, and G—None.

(b) In Ware Divisions F and H—Exclusive, except for non-exclusive right in Corning Company set out in Section 5 (b). Assignable and divisible. No royalty payable.

(c) In Ware Division J—Exclusive, assignable and divisible. No royalty payable.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 12. Machine Rights Apportioned to Hartford in Paddle Feeder shall be as follows:

[fol. 16504] (a) In Ware Divisions A, B, C, D and G—None, except royalty as stated in Section 6 (b) as to Ware Division G.

(b) In Ware Divisions E, F and H—Exclusive except for non-exclusive rights in Corning Company set out in Section 6 (c) and (d) assignable and divisible.

(c) In Ware Division J—Exclusive assignable and divisible. No royalty payable.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 13. Machine Rights Apportioned to Hartford Company in Hartford and Fairmont Machine Rights (Except Paddle Feeder) shall be as follows:

(a) In Ware Divisions A, B, C, D, and G—None, except royalty as stated in Section 7 (a) and 7 (b).

(b) In Ware Divisions E, F, and H—Exclusive, except for non-exclusive rights in Corning Company set out in Section 7 (c) and (d). Assignable and divisible. No royalty payable.

(c) In Ware Division J—Exclusive and complete.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 14. Machine Rights Apportioned to Hartford Company in Corning Machine Rights shall be as follows:

(a) In Ware Divisions A, B, C, D, E, F, and G—None.

(b) In Ware Division H—Exclusive except for shop right reserved to Corning Company set out in Section 8 (b). Assignable and divisible. Royalty twenty (20) per cent of normal.

Provided that no sub-license under this sub-section 14 (b) shall be granted by Hartford Company to other than its subsidiaries for the making of any given article which is, at the time of making said grant, being commercially supplied by Corning Company.

[fol. 16505] (c) In Ware Division J—Exclusive except for shop right reserved to Corning set out in Section 8 (c). Assignable and divisible. Royalty twenty (20) per cent of normal.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 15. Glass Rights Apportioned to Hartford in Corning Glass Rights shall be as follows:

(a) In Ware Divisions A, B, C, D, E, F, and G—None.

(b) In Ware Division H—A right restricted to glasses not included in Ware Division C and further restricted to the use in the manufacture of tumblers, and/or lamp chimneys. Such right is exclusive except for shop right in Corning Company set out in Section 9 (b). Assignable and divisible. Royalty payable—twenty (20) per cent of normal on glasses used for chimneys. Provided that Hartford Company may use or sub-license such inventions for the manufacture of articles only when such articles are made with the aid of machines which Corning Company is licensed to use for the manufacture of such articles.

(c) In Ware Division J—Exclusive except for shop right

reserved in Corning Company set out in Section 9 (c). Assignable and divisible. No royalty payable.

Provided that all such right is restricted to glasses not included in Ware Division C.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

Section 16. Glass Rights Apportioned to Hartford in Hartford and Fairmont Glass Rights shall be as follows:

(a) In Ware Divisions A, B, C, D, E, F and G—None, except royalty stated in Section 10 (a).

[fol. 16506] (b) In Ware Division H—Exclusive, except for non-exclusive right in Corning Company set out in Section 10 (b), for the manufacture of lamp chimneys and tumblers, assignable and divisible. No royalty payable.

(c) In Ware Division J—Exclusive and complete.

(d) In Ware Division I—No apportionment of rights is made by this Agreement as to this Ware Division.

In witness whereof the parties hereto have caused their names and corporate seals to be affixed hereto, in quadruplicate, the day and year first above written, the Corning Glass Works by Alexander D. Falck, its President; the Hartford-Fairmont Company, by F. Goodwin Smith its President; the Empire Machine Company, by Alexander Falck, its President, and the Hartford-Empire Company, by F. Goodwin Smith, its Vice President; all thereunto duly authorized.

Corning Glass Works, by Alexander D. Falck, President; Hartford-Fairmont Company, by F. Goodwood Smith, Prs't; Empire Machine Company, by Alexander D. Falck, President; Hartford-Empire Company, by F. Goodwin Smith, Vice-Pres't.

[fol. 16507] GOVERNMENT EXHIBIT No. 55

General License Agreement between The Owens Bottle Company, Hartford-Empire Company and Certain Other Companies

Dated April 9th, 1924

[fol. 16508] General License Agreement between The Owens Bottle Company, Hartford-Empire Company and Certain Other Companies

This agreement, dated April 9, 1924, between The Owens Bottle Company, a corporation of Ohio, (hereinafter called

"Owens") The Graham Glass Company, The American Bottle Company and The Charles Boldt Glass Company (the said The Graham Glass Company, The American Bottle Company and The Charles Boldt Glass Company being controlled by Owens and hereinafter designated as "Named Subsidiaries", parties of the first part, and the Hartford-Empire Company, a corporation of Delaware, (hereinafter called "Hartford") and the Hartford-Fairmont Company, a corporation of New York, (hereinafter called "Fairmont") parties of the second part. (It being understood (a) that Hartford owns all of the capital stock of Fairmont; (b) that Fairmont now holds, for the benefit of Hartford, title to some of the patents and patent rights for licensed inventions intended to be included in this agreement; (c) that Fairmont may sooner or later be dissolved and that all of such patents and patent rights will be assigned to Hartford before Fairmont is dissolved; (d) that all grants of licenses herein below made by Hartford are likewise made by Fairmont; and (e) that unless otherwise provided, [fol. 16509] the term "Hartford" shall include both Hartford-Empire Company and Hartford-Fairmont Company.)

Witnesseth:

That in consideration of the mutual promises and covenants herein contained the parties agree as follows:

Section 1. Definitions. Certain words and phrases hereinafter used shall be understood for purposes of this contract as follows:

A. The words "Licensed Inventions" shall be defined as and held to include all of the following inventions and/or assignable or divisible interests therein now owned or controlled, or hereafter and prior to July 1, 1941 owned, acquired or controlled by any party hereto, in so far as the same are included in the Inventions described below in this Paragraph A. of Section 1.

Inventions of apparatus for or methods of feeding molten glass (hereinafter called "Feeders") from furnaces to forming machines, excluding, however, from this definition apparatus for, and methods of, raising glass by suction into molds as used on the Owens Suction Type of Machine. Inventions relating to furnaces as such and other apparatus and not being functional parts of the feeding or forming process, shall not be included in Licensed Inventions.

Inventions of apparatus for or methods of forming glass by forming machines, (hereinafter called "Formers") if [fol. 16510] and so far as such inventions are used or usable with, but only for use with, apparatus for and/or methods of glass feeding, other than said suction raising methods, and other than hand-manipulated punties, hand-manipulated blow-pipes and hand-manipulated ladles or like hand processes.

B. Hartford's Lowest Rates. This shall mean the lowest rates of royalty for any given ware (whatever form such royalty may take) which shall at the given time be charged by Hartford to any licensee in the United States for the production of the same class of ware on the same type of machine (subject to the exceptions named in the Provisos hereto.) If Hartford has no licensee for such class of ware on such machine and if Owens and Hartford are unable to agree upon such rates, the same shall be determined by arbitrators after due consideration of the lowest rates under similar conditions charged others by Hartford for the manufacture of similar, but not necessarily identical, ware by the same machine and/or process, or the identical ware by other, but not identical machine and/or process and the relative efficiency thereof. *Provided* that the royalties paid Hartford by the Monongah Glass Company of Fairmont, West Virginia, Beech-Nut Packing Company, of Canajoharie, N. Y., and the Corning Glass Works of Corning, N. Y., under contracts now in force, (and also by the Monongah [fol. 16511] Glass Company and by the Hazel-Atlas Glass Company on pressed ware), shall not be considered in determining said Hartford's Lowest Rates, and *Provided* also, that the royalties paid by Illinois Glass Company on Formers now installed or under order, not exceeding thirty-four (34), shall not so be considered.

C. Hartford's Income from Licensed Inventions. This phrase shall be defined and held to mean the total collected income of Hartford derived from (a) royalties, (b) license fees in excess of cost of manufacturing of licensed machines, (c) profits on manufacturing, lease, or sale of machines or parts, (d) settlement for damages and profits arising out of infringements of Licensed Inventions, (e) and other gross revenues, except as provided in Section 15, all of the aforesaid items being restricted to income arising from Licensed Inventions. *Provided,* however, that there shall

first be deducted from said total collected income for any year, all sums which Hartford may by judicial decree be compelled to pay during such year for settlements of damages or profits arising out of infringements by Hartford of the patents of others, or which Hartford may by judicial decree be compelled to pay (unless in either case Owens waives such requirement of judicial decree) by reason of any assumption or guarantee by Hartford under its existing contracts, of such damages or profits recovered from [fol. 16512] its licensees, all arising from the manufacture, use or sale of the Licensed Inventions. All sums received (f) for or in connection with rights foreign to the United States, (g) or for interest or other profits on money, real estate or notes, stocks and bonds owned by Hartford, (h) or from the manufacture by Hartford of glassware, (i) and sums received from the Empire Machine Company or from stockholders of the Empire Machine Company as guarantors under contracts now in existence, are specifically excluded from Hartford's Income from Licensed Inventions. There shall be included as part of Hartford's Income from Licensed Inventions royalties on Feeders, at thirty (30) cents per thousand when used in producing electric light bulbs.

D. Divisible Income of Hartford. The Divisible Income of Hartford shall be calculated as follows:

From Hartford's yearly Income from Licensed Inventions there shall be deducted yearly the sum of Six Hundred Thousand (600,000) Dollars. The annual excess or remainder over and above such deduction shall constitute and be held to be Hartford's Divisible Income.

E. License Fees and Royalties. The words "License Fee" shall be held to mean any initial payment, in installments or otherwise, made upon the leasing of any mechanism embodying any Licensed Invention. The word "Roy-[fol. 16513] alty" shall be held to mean any recurring periodical payment made in consideration of the right to use such a mechanism or process.

F. Containers. The word "Containers" as used in this agreement means containers as understood in the glass industry.

Section 2. Owens' License to Hartford. Owens and each of its Named Subsidiaries grant to Hartford, subject to

the Provisos below in this Section, a divisible and assignable license to make or have made for it, license, use, lease and sell machines and/or methods, under all the Licensed Inventions of Owens and/or its Named Subsidiaries and under all United States patents now issued or hereafter issued thereon in so far as such patents may cover Licensed Inventions. Such license shall be exclusive and shall run for the life of such patents or the one last to expire, *provided*, however, that Owens and its Named Subsidiaries reserve to themselves the non-assignable (except as to their respective successors in business) and non-divisible (except as among Owens and its Named Subsidiaries) right to make or have made for them and to use any or all of the Licensed Inventions contributed by them, upon payment to Hartford of the royalties set forth in Section 5; and *provided* further, that any grant in this Section by Owens is subject to the outstanding licenses of Owens set forth in Schedule A. annexed hereto. Schedule B. hereunto attached is a list of some patents and applications an interest in which is owned by Owens and/or its said Named [fol. 16514] Subsidiaries, with a statement of such interest under which said license is hereby granted. It is recognized, however, that this Schedule B. may not be complete in its recital of all patents and applications under which a license is granted in this Section and that some patents and/or applications included in such Schedule may not relate to Licensed Inventions.

Section 3. Hartford's License to Owens. Hartford grants to Owens and to each of its Named Subsidiaries, severally, subject to the provisions of Sections 12 and 19, a non-exclusive, non-assignable (except as to their respective successors in business) and non-divisible license to make or have made for them and use machines and/or methods embodying the Licensed Inventions for the manufacture of containers (and parts thereof or therefor) other than pressed containers, subject, however, to all the outstanding exclusive licenses of Hartford and Fairmont enumerated in Schedule C. attached hereto. Such license to Owens and subsidiaries shall be under all Licensed Inventions and under all United States patents now issued or hereafter issued thereon in so far as such patents cover Licensed Inventions, such license to run for the life of such patents or the one last to expire. Schedule D. hereunto

attached is a list of some patents and applications, an interest in which is owned by Hartford and/or Fairmont, [fol. 16515] with a statement of such interest under which said License is hereby granted. It is recognized, however, that this Schedule D. may not be complete in its recital of all patents and applications under which a license is granted in this section, and that some patents and/or applications included in such Schedule may not relate to Licensed Inventions.

Section 4. Owens Right to Lease or Buy Machinery. Owens and its Named Subsidiaries shall have the right to take, on lease from Hartford, for the uses within the licenses herein granted Owens and its Named Subsidiaries, and at the Royalties provided in Section 5, such mechanisms embodying any of said Licensed Inventions, as shall be built by or for Hartford, paying therefor a License Fee as low as is charged any other licensee by Hartford for such mechanisms under similar conditions. If Hartford sells any such mechanisms, Owens and/or its Named Subsidiaries shall have the right to purchase, for the uses within the licenses herein granted Owens, such mechanisms on the most favorable terms granted under similar conditions to any other.

Section 5. Royalties Payable by Owens. Owens and its Named Subsidiaries agree to pay severally to Hartford royalties on all Licensed Inventions used by them respectively including those rights transferred to Hartford by [fol. 16516] Section 2 hereof at Hartford's Lowest Rates, *provided,* however, that Owens shall be entitled to use in its own plants and to have used in the plants of its Named Subsidiaries prior to July 1, 1941, forty units, each unit consisting of one Feeder and one Former, upon the following terms:

(a) The division of such forty units among Owens and its Named Subsidiaries shall be determined by Owens from time to time and reported to Hartford at least three months in advance of such division.

(b) Owens shall report to Hartford on or before the 31st day of January of each year all the ware (including milk bottles) made upon such units for the preceding calendar year, shall compute the Royalties on such ware (excluding milk bottles) at Hartford's Lowest Rates and shall pay to

Hartford the amount if any by which the Royalties so computed exceed an agreed sum of $440,000., provided, however, that if for any such calendar year Hartford's Income from Licensed Inventions exceeds $1,100,000. then for each $50,000. of such excess the above named forty units (including their component Feeders and Formers) shall be reduced by one unit for all the purposes covered by this Section 5, but in no event shall the said forty units be so reduced to less than thirty units, nor shall said agreed sum of $440,000. be reduced in any manner or in any amount.

[fol. 16517] (c) If the total number of Formers used with such units exceeds the total number of such units (whether forty, or a number reduced as above provided), Owens and its Named Subsidiaries agree to pay severally to Hartford Former Royalties on such excess Formers at Hartford's Lowest Rates, and Owens shall designate at least three months in advance the responsibility for such excess Formers among itself and its Named Subsidiaries.

(d) The forty units or any of them may be used by Owens or its Named Subsidiaries in the production of milk bottles, but when so used, Owens or its Named Subsidiaries shall pay Royalties on such production at Hartford's Lowest Rates without any credit or deduction by virtue of the provisions of Paragraph (b) hereof.

Section 6. Royalties Payable by Hartford.

(a) Hartford shall pay Owens, as a royalty, one-half of the Divisible Income of Hartford earned between the date hereof and the 1st day of July, 1941 when collected.

(b) In order to make the fiscal year under this agreement correspond with the calendar year, the following method shall be followed:

(c) The Divisible Income shall first be computed from April 10th, 1924 to December 31st, 1924, and for this purpose the Six Hundred Thousand (600,000) Dollars deducted by Hartford under Section 1-D. shall be proportionately [fol. 16518] reduced to Four Hundred and Thirty-three Thousand Three Hundred and Thirty-four (433,334) Dollars.

(d) For the first six months of each calendar year thereafter the Divisible Income of Hartford shall be computed

by proportionately reducing the said Six Hundred Thousand (600,000) Dollars, so deducted by Hartford, to Three Hundred Thousand (300,000) Dollars, and by deducting said Three Hundred Thousand (300,000) Dollars from the Income from Licensed Inventions for said six months, and then Hartford shall on that basis make payment on account.

(e) At the end of each calendar year the Divisible Income of Hartford shall be re-computed for the year, making due allowance for any payments on account made by Hartford. Payments shall be made by Hartford on or before August 1 and February 1 of each calendar year on the Divisible Income for the preceding half calendar year. Royalties payable to Hartford hereunder for the six months' periods ending December 31 and June 30 of each year, shall be paid on or before the next succeeding February 1 and August 1, respectively.

Section 7. Status after 1941. On and after July 1st, 1941, each of the parties hereto shall thereafter continue to have and enjoy the same licenses under Licensed Inventions as are granted and/or reserved to them prior to said date by [fol. 16519] Sections 2 and 3 hereof. But such licenses shall after said date be wholly free, and without royalty, so that Hartford shall not thereafter pay any royalty upon or by reason of the use of such Licensed Inventions, either by way of division of its Divisible Income or otherwise, and Owens and/or its Named Subsidiaries likewise shall not thereafter pay any royalty to Hartford upon or by reason of the use of such Licensed Inventions.

All the rights and obligations provided in Sections 5, 6, 8, 9, 10, 11, 18, 21, 22, 23, 24, 28, 29 and 31 shall wholly cease and terminate on July 1st 1941.

Section 8. Prosecution of Infringements. Each party hereto shall vigorously prosecute infringements of patents owned or controlled by it, at its own expense. In case the parties shall not agree as to the proper suits to be brought and the patent or patents to be sued upon or the time for bringing such suit, the matter shall be submitted to arbitration. All interferences in the Patent Office between applications of any two parties to this agreement shall be settled by arbitration (taking into consideration the practical advantages to all parties to this agreement) in case such parties cannot agree on the manner of settling them.

Section 9. Validity and Scope. All parties hereto acknowledge the validity and broad scope of all United States patents issued or to be issued to any of them on Licensed Inventions, excepting those of such patents under which Owens has outstanding exclusive license contracts and shall [fol. 16520] actively assist in establishing the same. The above acknowledgment of validity and scope shall be effective only during the continuation of this agreement.

Section 10. Manufacturing by Hartford. In case Hartford or its successors in business shall prior to July 1st, 1941 engage in the manufacture of glassware using Licensed Inventions, it shall, until such date, pay into its Income from Licensed Inventions, Royalties at rates (excluding the forty units described in Section 5) not less than those payable by Owens for corresponding ware, made under similar conditions.

Section 11. Surrender of License by Owens. If Owens wishes to surrender the licenses herein granted to it and its Named Subsidiaries and its share of Hartford's income and withdraw from this agreement, it may do so for itself and its Named Subsidiaries by giving Hartford ninety (90) days' notice in writing on behalf of itself and its Named Subsidiaries. In such case, Owens shall be permitted to retain for itself and Named Subsidiaries, without further payments to Hartford a non-exclusive, non-assignable (except to their respective successors in business) and non-divisible (except among themselves) right to make and use under the patents and inventions contributed by Owens and/or its Named Subsidiaries to Licensed Inventions or herein licensed to Hartford by Owens and/or its Named Subsidiaries, but all other rights under the patents and [fol. 16521] inventions contributed by Owens and/or its Named Subsidiaries to Licensed Inventions or herein licensed to Hartford by Owens and its Named Subsidiaries together with all rights under patents and inventions contributed by Hartford to Licensed Inventions or herein licensed by Hartford to Owens and Named Subsidiaries (including Owens' license from Hartford and its right to the forty (40) units described in Section 5) shall remain in or revert to Hartford. In case of such withdrawal, Owens and its Named Subsidiaries shall not be bound by the provisions of Sections 8 and 9 and 21 hereof; and in case of

such withdrawal Hartford shall be entitled, at its own expense, to bring suit in the name of Owens, for infringement of the patents contributed or herein licensed to Hartford by Owens, and to retain for its own use any recoveries had therein.

Section 12. United States Rights Only. This agreement covers United States rights only and does not extend to any rights in countries foreign to the United States nor to income therefrom, nor to income from machines sold or leased for foreign countries.

Section 13. Arbitration. Matters not specifically covered by this contract but falling within its general scope and about which the parties are unable to agree, and all disputes arising under this contract or as a result thereof, or [fol. 16522] readjustments of rights of the parties in case this agreement or any part thereof shall be held to be invalid or unenforceable, shall be settled and finally determined by arbitration.

Section 14. Mutual Release. Each of the parties hereto releases the others from any and all claims or demands in law or equity for profits and/or damages arising from past infringements of any invention hereby licensed. Owens, however, agrees upon request of Hartford to sue any of Hartford's existing licensees for past damages or profits for infringements of Licensed Inventions; and Owens also agrees to grant upon request of Hartford a complete release to any such licensee for any and all claims for profits or damages arising from such past infringements for One Dollar ($1.00) or such other consideration as Hartford may name.

Sec. 15. Division of Certain Recoveries. Owens and Named Subsidiaries hereby agree to pay to Hartford out of all recoveries at law or in equity of damages or profits arising out of infringements prior to the date hereof of any or all patent rights hereby licensed to Hartford one-half of such recoveries after deducting the actual cost and expenses of such litigation. Payments made to Hartford under this Section 15 shall not be a contribution to or included in Hartford's Income from Licensed Inventions.

[fol. 16523] *Section 16. Payments Considered Royalties.* Amounts paid by Hartford to Owens under this Agreement

shall be considered as Royalties for the licenses herein granted by Owens and its Named Subsidiaries.

Section 17. Voting Stock. Every party hereto shall at the request of any party vote all stock owned or controlled by it in any other corporation to the end of causing such corporation to assume and perform the same obligations as are assumed herein by the party which is the owner of such stock.

Section 18. Inventions by Employees. Each party hereto will use reasonable efforts to cause each of its present and future officers and employees engaged in the designing and/or development of machines, processes, methods or inventions, to sign an appropriate agreement with it to transfer and assign to it the full United States rights in and to any and all inventions, patents and patent rights designed, developed or discovered in the course of and during his such employment and coming within the definition of Licensed Inventions, to the end that such party hereto may be enbaled to, and will contribute the same as contemplated by this agreement.

Section 19. Owens Licensees—Fields of Ware. Each of the several Named Subsidiaries of Owens shall, under the reservation of general right in Section 2 and/or under [fol. 16524] the rights acquired by it under Section 3, make only the ware specified in its license or licenses from Owens and now outstanding, except as otherwise consented to in writing by Owens.

Section 20. Owens Licensees—Royalties. Notwithstanding anything contained herein or in the several licenses from Owens to its Named Subsidiaries, each of the Named Subsidiaries shall, in respect of the ware manufactured by it under the Licensed Inventions, pay to Owens the royalty specified in its said licenses from Owens less the amount paid to Hartford hereunder. But no breach of the requirements of this Section or of Section 19 shall in any way affect the rights of Hartford under this Agreement.

Section 21. Joint Purchase of Outside Rights. In case either Owens or Hartford desires to purchase prior to July 1st, 1941 other inventions, patents, or rights which, if owned by any party hereto, would come within the definition of Licensed Inventions, such prospective purchaser shall give

the other of such parties, Owens or Hartford, the right to purchase with it the said inventions, patents and rights jointly, each bearing one-half of the cost thereof. In case such other party refuses to join in such purchase, the party proposing the purchase may, within five years from the date hereof, submit the matter to the arbitrators provided [fol. 16525] for in this Agreement. Said arbitrators, if satisfied that the purchase will be advantageous to both Owens and Hartford, shall have power during said five years of this Agreement to order such purchase by Hartford, in which case the purchase price of said inventions, patents or rights shall be a deduction from Divisible Income of Hartford before calculating the royalty due "Owens" under Section 6 of this Agreement. But the arbitrators shall not have power to order the purchase of inventions, patents, or rights exceeding a total sum for any one year equal to one-half (½) of the Divisible Income of Hartford for the year immediately preceding. Nothing in this clause shall prevent either party from purchasing at its own expense any invention, patent or rights after the other party shall have had and refused an opportunity to purchase the same jointly on an equal division of the cost thereof; and in case such purchase shall be consummated after July 1st, 1936, the party so purchasing shall hold such purchased rights free from any obligations under this Agreement.

Section 22. Licensing Restrictions. Hartford may grant licenses under all the Licensed Inventions without the consent of Owens or its Named Subsidiaries except as follows:

[fol. 16526] No licenses shall be granted under the Licensed Inventions contributed by Owens and its Named Subsidiaries, for the manufacture of containers, without the consent of Owens, unless such license shall fall within one of the following classes:

Class A. To Hartford's existing licensees for machines now installed or for additional machines, and for the fields of ware covered by such existing licenses, or covered by outstanding contracts.

Class B. To any Legitimate Glass Manufacturer—(That is, one of good commercial and financial standing, not a commercial user of his own products) for the kind of glassware made by such manufacturer within the twelve months immediately preceding the date hereof, or to a successor in

business of such manufacturer and only for use at the locality of the present plants of such manufacturer.

Section 23. As to Certain Specified Machines. It is mutually agreed that in the forty units described in Section 5, Owens will not employ, except as to features already embodied in Owens Formers (hereafter described in Schedule E) features which are original in or peculiar to the par- [fol. 16527] ticular Formers now in use by the Illinois Glass Company and described in Schedule F. It is further agreed that Hartford will not grant licenses, except as to features already embodied in Hartford's Formers, to use features which are original in or peculiar to the particular Formers now designed by Owens and described in Schedule E., without requiring the payment of a Former Royalty to be agreed upon by Owens and Hartford or determined by arbitration. If the descriptions in Schedules E. and F. cannot be agreed upon by Owens and Hartford within sixty days from the date hereof, such descriptions shall be determined by arbitration.

Section 24. Disclosure of Inventions.

Hartford shall disclose to Owens, and likewise Owens and/or its Named Subsidiaries shall disclose to Hartford semi-yearly on or before the first days of February and August in each year, all of the Licensed Inventions acquired by the discloser during the six months ending December 31st and June 30th respectively immediately preceding such dates of disclosure.

Section 25. Board of Arbitration.

A. All matters which under this agreement are subject to arbitration shall be arbitrated by a Board of Arbitrators consisting of three members, to be chosen by the following named two parties, to wit, Owens and Hartford.

[fol. 16528] B. Owens and Hartford shall each appoint an arbitrator. The two arbitrators shall select a third not connected with either company, to act for one year, subject to removal by the other two arbitrators.

C. Each of said two parties shall pay the compensation and expenses of the arbitrator appointed by said party and one-half of the compensation and expenses of the third arbi-

trator, and one-half of all other necessary expenses of the arbitration.

D. The decision in writing of the three arbitrators or of any two of them shall be final and binding upon all of the parties to this agreement who shall conform to and abide by said decision. Judgment may be entered thereon in any court having jurisdiction.

E. Each of said two parties shall appoint its arbitrator within thirty (30) days from the signing of this agreement, and such arbitrators shall continue to act until the party who appointed such arbitrator shall recall him and notify the other party of its selection of a different arbitrator. In case either party fails to appoint its arbitrator within thirty (30) days from date hereof, or in case either party fails to appoint a successor to its arbitrator in case said arbitrator dies or is unable or refuses to act or is recalled as arbitrator, within thirty (30) days after notice in writing shall have been served upon it by the other party requiring it to do so, the arbitrator appointed by the [fol. 16529] other party shall, until such time as the party in default appoints its arbitrator, act for both; his decision in writing shall be binding on both parties as though he had been appointed by consent, and both parties shall conform to and comply therewith.

F. The arbitrators shall meet during the odd calendar years at the main office of Owens and during the even calendar years at the main office of Hartford.

G. In case the arbitrators appointed by Owens and Hartford shall be unable to agree upon a third arbitrator within thirty (30) days after demand by one upon the other, the third arbitrator shall be selected by the presiding Justice of the Court of Appeals for the District of Columbia, for the term and subject to removal as provided in Paragraph B. of this section.

Section 26. Amendments. It is hereby agreed that this contract may at any time be altered or amended by the consent of both Owens and Hartford.

Section 27. Binding On Successor. This agreement shall extend to and be binding upon the successors in business of each party to this agreement.

Section 28. Accounting. Owens and its Named Subsidiaries shall keep proper books and records showing the length of time each day that machines (including said forty units described in Section 5) embodying any of the Licensed Inventions are operated by them and the location thereof, [fol. 16530] respectively, and the number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine and all other facts necessary or advantageous for carrying out the purpose of this agreement, all in such form, within reasonable limits, as shall be specified by Hartford. Such books and records shall at all reasonable times be open to the inspection of Hartford or its duly authorized agents. Owens and its Named Subsidiaries shall, on or before the 15th day of each month, furnish to Hartford upon blanks provided by Hartford, detailed statements giving in itemized form all the data above mentioned, properly certified, as to their respective operations, so far as may be required by Hartford, for the preceding calendar month. Hartford shall likewise keep proper books and records showing its receipts of Income from Licensed Inventions and such books and records shall at all reasonable times be open to the inspection of Owens or its duly authorized agents. Hartford shall on or before the 25th day of each month, render to Owens a statement showing the receipts of Income from Licensed Inventions during the preceding calendar month, showing separately the amounts received from the various sources of such income mentioned in Section 1-C hereof.

[fol. 16531] *Section 29. Covenants of Title.* Owens hereby covenants,—

(A) That it has either title or exclusive license under each and every patent and application enumerated in Schedule B. except as set forth in said Schedule B.

(B) That there are no licenses of any kind free of royalty outstanding in the Licensed Inventions under any patent or application listed in Schedule B. except as set forth in Schedule B. or in Schedule A. under the heading "Licenses Free of Royalty".

(C) That there is no outstanding license in the Licensed Inventions under any rights now owned or to be hereinafter acquired by it, except as set forth in Schedules A. or B.

Hartford and Fairmont hereby covenant,—

(A) That it has or they have either title or an exclusive license under each and every patent and application enumerated in Schedule D. except as stated in said Schedule D.

(B) That there are no licenses of any kind free of royalty, outstanding in the Licensed Inventions under any patent or application listed in Schedule D., except as stated in said Schedule D.

(C) That there is no exclusive license granted by Hartford or Fairmont now outstanding in the Licensed Inventions for the manufacture of containers under any rights now owned or to be hereinafter acquired by it or them, except as set forth in Schedule C.

[fol. 16532] Section 30. Waiver of Named Subsidiaries' Exclusive Rights.

If any of Owens' Named Subsidiaries have any exclusive rights now outstanding in Licensed Inventions, such exclusive rights are hereby made non-exclusive.

Section 31. Owens Royalties on Licensed Inventions.

All royalties hereafter paid to Owens for the use of Licensed Inventions under its now outstanding licenses (except as provided in Section 20 with reference to Named Subsidiaries) shall be paid into Hartford's Income from Licensed Inventions.

In Witness Whereof the several parties have hereunto caused their corporate names and seals to be affixed on the dates indicated, at the place of their respective signatures, by their respective Presidents or Vice Presidents and attested by their respective Secretaries or Assistant Secretaries duly authorized in the premises.

The Owens Bottle Company, by W. H. Boshart, Vice President. Attest: H. H. Baker, Assistant Secretary, May 9, 1924. The Graham Glass Company, by J. M. Lents, President. Attest: C. L. Rice, Secretary, May 1, 1924. The Charles Boldt Glass Company, by Fred W. Schwenck, President. Attest: Mack Fevrier, Asst. Secretary, May 2, 1924. [fol. 16533] Hartford-Empire Company, by F. Goodwin Smith, Vice President. Attest: Her-

bert Knox Smith, Secretary, April 9, 1924. Hartford-Fairmont Company, by F. Goodwin Smith, President. Attest: Herbert Knox Smith, Secretary, April 9, 1924. The American Bottle Company, by W. J. Crane, Pres't. Attest: J. P. Curran, Secretary, May 6, 1924.

[fol. 16534] Schedule "A"

Attached to and forming part of the General License Agreement between The Owens Bottle Company, Hartford-Empire Company and Certain Other Companies, dated April 9, 1924.

(1) *The American Bottle Co.*, license, originally exclusive, now non-exclusive, for the manufacture of (1) bottles for beer, porter, ale, and all other malted beverages, (2) bottles for soda water (other than siphons), and all other carbonated beverages, other than wines and liquors, (3) narrow necked bottles for non-carbonated waters (4) bottles for Lydia Pinkham's Medical Compounds, Hostetter's Bitters, and Peruna; under all inventions now owned or hereafter acquired, for the full term of the patents issued and to be issued, at royalties of 40 cents per gross for the first million gross manufactured in each year, 25 cents per gross for the next 500,000 gross, and 20 cents per gross for the excess over one million and a half gross in such year, with the right to grant sub-licenses.

(2) (a) *The Charles Boldt Glass Co. and Illinois Glass Co.* jointly an exclusive license for the manufacture of bottles for containing alcoholic, spirituous and vinous beverages, liquors, liqueurs and bitters, either distilled or fermented, under all inventions now owned or hereafter acquired, for the full term of the patents issued and to be issued, at royalties of 15 cents per 100 pounds weights of [fol. 16535] merchantable packers, having a capacity of a half-gallon or more, and of merchantable common flasks, and 25 cents per 100 pounds weight for all other merchantable bottles, with right to grant sub-licenses.

(b) *The Charles Boldt Glass Company*, license, non-exclusive, for the manufacture of all kinds of bottles, jars and glass containers (excepting paste mold ware) for which The Owens Bottle Co. had not previously granted an exclusive license, with the proviso that whenever any such

exclusive license shall be terminated in whole or in part all ware, the right to manufacture which shall thereby revest in The Owens Bottle Co., shall, from such termination be included in this license, under all inventions now owned or hereafter acquired, for the full term of the patents issued and to be issued, at royalties (1) on the so-called prescription and proprietary line of 10 cents per gross on ware not exceeding 2 ounces in weight, 15 cents per gross on ware exceeding 2 ounces and less than 7 ounces in weight and 25 cents per 100 pounds for all other merchantable ware provided that whenever, during any year, the licensee shall have manufactured 150,000 gross,the royalties on ware subsequently manufactured during that year shall be 80% of the royalties above specified, and (2) on the ware described in The American Bottle Co. license above mentioned at [fol. 16536] the rates specified in that license, and (3) on all other ware 25 cents per 100 pounds of merchantable ware in each year up to 300,000 gross, and on the excess above 300,000 gross 20 cents per 100 pounds of merchantable ware, except on catsup bottles, the royalty on which shall continue at the rate of 25 cents per 100 pounds, subject to a reduction in royalty in the Illinois Glass Co. line of 20 per cent on all ware in excess of 150,000 gross in any year, with no right to grant sub-licenses.

(3) *The Graham Glass Co.*, license, non-exclusive, for the manufacture of (1) bottles for beer, porter, ale and all other malted beverages, (2) bottles for soda water (but no siphon bottles) and all other carbonated beverages, other than fruit juices, wines and liquors, (3) narrow necked bottles for non-carbonated water; under all inventions, now owned or hereafter acquired, for the full term of the patents issued and to be issued, at royalties of 33 cents per gross on ware up to 32 ounces in weight, 20 cents per 100 pounds on ware over 32 ounces in weight, and 50 per cent of the rates mentioned for all merchantable ware manufactured by it by the aid of the divided cup device in connection with a double trough feeding device for conveying molten glass to the molds of semi-automatic bottle making machines, with no right to grant sub-licenses.

[fol. 16537] (4) *H. J. Heinz Company*, license, non-exclusive, for the manufacture of bottles and jars for containing the food products manufactured and sold by the licensee, subject to prior exclusive licenses, and with a limit

of 27,000,000 pounds of merchantable bottles and jars in any year, under all inventions now owned or hereafter acquired, for the full term of the patents issued and to be issued, at a royalty of 25 cents per 100 pounds of merchantable ware manufactured, with no right to grant sublicenses.

(5) *Thatcher Mfg. Co.* Exclusive license for the manufacture of milk bottles and milk jars, under any and all improvements and inventions which Owens acquired prior to the 16th day of October 1920, and under any and all patents of the United States upon such improvements, the right to the use whereof for the purpose aforesaid were acquired prior to said date by Owens, at royalties for half pint bottles and jars of 10 cents per gross, for pint bottles and jars of 12½ cents per gross, and for quart bottles and jars of 15 cents per gross, and, for bottles and jars having other capacities royalties ratable with those above mentioned in accordance with weight and capacity of ware, with right to grant sub-licenses.

Licenses Free of Royalty

Exclusive License to *The Libbey Glass Company by The* [fol. 16538] *Toledo Glass Company* for the manufacture of electrical glassware, bulbs, cane glass and tubing, sealed containers for electrical devices, railroad lantern globes and semaphore lenses, cut and engraved glassware, and blanks for the manufacture of cut glassware, *all free of royalty*, to which license Owens assented and consented to the use in the so-called Westlake machines and in the furnaces and appurtenances then used by The Libbey Glass Company in connection therewith, but solely for the manufacture of the ware above described, of all patents and inventions owned or controlled by Owens and then embodied in such machines, furnaces and appurtenances.

[fol. 16539] SCHEDULE "B"

Attached to and forming part of the General License Agreement between The Owens Bottle Company, Hartford-Empire Company and Certain Other Companies, dated April 9, 1924.

Name of Patentee, Assignee of Patents (entire unless stated otherwise)	Patent No.	Date of Issue
Bock (The Toledo Glass Company)	919,120	April 20, 1909
Reichel (½ interest assigned to The Owens Bottle Company)	1,020,222	Mar. 12, 1912
Proeger (The Owens Bottle Company)	1,100,776	June 23, 1914
Hulbert (The Owens Bottle Company)	1,118,204	Nov. 24, 1914
Proeger (The Owens Bottle Company)	1,143,317	June 15, 1915
LaFrance (The Owens Bottle Company)	1,299,482	April 8, 1919
Whittemore (The Owens Bottle Company)	1,310,225	July 15, 1919
LaFrance (The Owens Bottle Company)	1,331,511	Feb. 24, 1920
Lents (The Owens Bottle Company)	1,331,512	Feb. 24, 1920
Rule (The Owens Bottle Company)	1,331,528	Feb. 24, 1920
Soubier (The Owens Bottle Company)	1,331,536	Feb. 24, 1920
Graham and LaFrance (The Owens Bottle Company	1,350,448	Aug. 24, 1920
Owens (The Owens Bottle Company)	1,350,464	Aug. 24, 1920
[fol. 16540]		
Graham (The Owens Bottle Company)	1,353,907	Sept. 28, 1920
Graham (The Owens Bottle Company)	1,353,953	Sept. 28, 1920
Soubier (The Owens Bottle Company)	1,356,174	Oct. 19, 1920
Lott (The Owens Bottle Company)	1,369,679	Feb. 22, 1921
Lott (The Owens Bottle Company)	1,382,993	June 28, 1921
Lott (The Owens Bottle Company)	1,382,994	June 28, 1921
LaFrance (The Owens Bottle Company)	1,390,448	Sept. 13, 1921
Whittemore (The Owens Bottle Company)	1,399,176	Dec. 6, 1921
LaFrance (The Owens Bottle Company)	1,404,206	Jan. 24, 1922
Graham (The Owens Bottle Company)	1,405,204	Jan. 31, 1922
Rule (The Owens Bottle Company)	1,413,788	Apr. 25, 1922
Ferngren (The Owens Bottle Company—License to H. F. Co.)	1,415,824	May 9, 1922
LaFrance (The Owens Bottle Company)	1,416,725	May 23, 1922
Soubier (The Owens Bottle Company)	1,428,994	Sept. 12, 1922
LaFrance (The Owens Bottle Company)	1,439,360	Dec. 19, 1922
Lott (The Owens Bottle Company)	1,439,372	Dec. 19, 1922
[fol. 16541]		
Soubier (The Owens Bottle Company)	1,439,384	Dec. 19, 1922
Lott (The Owens Bottle Company)	1,442,281	Jan. 16, 1923
Lents (The Owens Bottle Company)	1,446,649	Feb. 27, 1923
Soubier (The Owens Bottle Company)	1,446,670	Feb. 27, 1923
Soubier (The Owens Bottle Company)	1,453,290	May 1, 1923
Ferngren and Soubier (The Owens Bottle Company)	1,453,315	May 1, 1923
Lott (The Owens Bottle Company)	1,458,834	June 12, 1923
Soubier (The Owens Bottle Company)	1,481,331	Jan. 22, 1924
Rule (The Owens Bottle Company)	1,484,085	Feb. 19, 1924
Brookfield (Hazel-Atlas Glass Company)	808,810	Jan. 2, 1906
Brookfield (Hazel-Atlas Glass Company)	836,297	Nov. 20, 1906
Brookfield (Hazel-Atlas Glass Company)	836,298	Nov. 20, 1906
Brookfield (Hazel-Atlas Glass Company)	883,779	Apr. 7, 1908
Brookfield (Hazel-Atlas Glass Company)	889,354	June 2, 1908

[fol. 16542] SCHEDULE "B"

Also the following applications all assigned to The Owens Bottle Company:

Name of Applicant	Serial No.	Filing Date
Cramer	401638	Aug. 6, 1920
Cramer	447238	Feb. 23, 1921
Cramer	660688	Sept. 4, 1923
Cramer	661577	Sept. 8, 1923
Ferngren	352725	Jan. 20, 1920
Ferngren	508285	Oct. 17, 1921
Ferngren	549999	April 6, 1922
Ferngren	567518	June 12, 1922
Ferngren	679236	Feb. 23, 1912
LaFrance	402814	Aug. 11, 1920
LaFrance	402815	Aug. 11, 1920
LaFrance	502764	Sept. 23, 1921
LaFrance	504278	Sept. 30, 1921
LaFrance	530565	Jan. 20, 1922
LaFrance	542572	Mar. 21, 1922
Lott	244684	July 15, 1918
Lott	259419	Oct. 23, 1918
Lott	363785	Mar. 15, 1920
Lott	644765	June 11, 1923
Owens	400921	Aug. 3, 1920
Rule	494124	Aug. 22, 1921
Rule	430129	Dec. 13, 1920
[fol. 16543]		
Soubier	281269	Mar. 7, 1919
Soubier	315821	Aug. 7, 1919
Soubier	385591	June 1, 1920
Soubier	431847	Dec. 20, 1920
Soubier	549979	April 6, 1922
Soubier	549978	April 6, 1922
Soubier	567533	June 12, 1922
Soubier	631983	April 14, 1923
Soubier	635212	April 28, 1923
Soubier	638463	May 12, 1923
Soubier	638462	May 12, 1923
Soubier	639607	May 17, 1923
Soubier	649545	July 5, 1923
Soubier	659452	Aug. 27, 1923
Soubier	675261	Nov. 17, 1923
Soubier	684296	Jan. 4, 1924
Soubier	591752	Oct. 2, 1922
Soubier and Ferngren	607480	Dec. 18, 1922
Whittemore	511112	Oct. 28, 1921
Cramer	311135	July 16, 1919
Cramer	431070	Dec. 16, 1920
Cramer	544113	Mar. 16, 1922
Cramer	635573	April 30, 1923
[fol. 16544]		
Cramer	636168	May 11, 1923
Cramer	640396	May 21, 1923
Cramer	652922	July 21, 1923
Cramer	676135	Nov. 21, 1923
LaFrance	420906	Nov. 1, 1920
LaFrance	532606	Jan. 30, 1922
LaFrance	567516	June 12, 1922
Rule	636038	May 2, 1923
Rule	231328	Apr. 29, 1918
Rule	581673	Aug. 14, 1923
Rule	591238	Sept. 29, 1922
Rule	633067	Apr. 19, 1923

SCHEDULE "B"—Continued

Also the following applications all assigned to The Owens Bottle Company:

Name of Applicant	Serial No.	Filing Date
Soubier	416022	Oct. 11, 1920
Soubier	424917	Nov. 15, 1920
Soubier	424196	Nov. 15, 1920
Soubier	462107	Apr. 18, 1921
Soubier	493784	Aug. 20, 1921
Soubier	550952	Apr. 10, 1923
Soubier	564183	May 27, 1923
Soubier	609633	Dec. 29, 1923
Soubier	659451	Aug. 27, 1923

I. The Book Patent 919,120 and all other patents, if any, covered by this license agreement and standing in the name of the Toledo Glass Company are subject to prior grants [fol. 16545] of rights by The Toledo Glass Company as follows:

(1) Agreement dated September 1, 1897 with the Rochester Tumbler Company.

(2) License dated September 1, 1897 to the Rochester Tumbler Company.

(3) Written proposition dated May 31, 1900 to Rochester Tumbler Company, accepted as of July 1, 1900 by Rochester Tumbler Company.

(4) Agreement dated January 9, 1901 with Rochester Tumbler Company and National Glass Company.

(5) License dated January 9, 1899 to the American Lamp Chimney Company.

(6) License dated July 1, 1899 to Macbeth-Evans Company.

(7) License dated August 22, 1901 with the Rochester Tumbler Company.

(8) License to The Libbey Glass Company dated November 15, 1917, for electrical glassware, bulbs, cane glass and tubing, sealed containers for electrical devices, railroad lantern globes and semaphore lenses, cut and engraved glassware and blanks for the manufacture of cut glassware, all free of royalty, to which license, Owens, then known as The Owens Bottle-Machine Company, assented, and consented to the use in the so-called Westlake machines and in

the furnaces and appurtenances then used by The Libbey Glass Company in connection therewith, but solely for the manufacture of the ware above described, of all patents and inventions owned or controlled by Owens and then embodied in said machines, furnaces and appurtenances.

II. Under the above list of Brookfield patents Hazel-Atlas Glass Company granted to Owens, its successors and assigns, for a term extending to the end of the terms of the [fol. 16546] said several Letters Patent, free of royalty, the exclusive right to make, use and sell, and to grant to others the right to make, use and sell, the inventions described in said Letters Patent, subject, however, to the following licenses and reservations:

(a) Exclusive license to Brookfield Glass Company of New York and The Brookfield Glass Company of New Jersey and the successors in business of each of them to make, use and sell insulators.

(b) A non-exclusive license to Brookfield Glass Company of New York and The Brookfield Glass Company of New Jersey and the successors in business of each of them for the manufacture of all kinds of glassware except fruit jars, which license is personal and non-transferable except to successors to substantially the entire business and goodwill of said Brookfield Companies or either of them and to be availed of only in the New York and New Jersey factories of the Brookfield Companies and their successors in business and not in more than one other factory owned by said Companies or either of them, the total annual output of such additional factory not to exceed $300,000.

(c) Reservation of the right to Hazel-Atlas Glass Company itself to make and use the inventions described in said Letters Patent in the manufacture of all kinds of glassware and to grant to all corporations, a majority of whose voting stock it shall own, the right to make and use such [fol. 16547] inventions in the manufacture of all kinds of glassware during such time as it shall own such majority of such voting capital stock.

By said license, Hazel-Atlas Glass Company granted and assigned to Owens, its successors and assigns, the exclusive right to sue for and collect for its own use, all profits and damages arising out of past and future infringements of said Letters Patent or any of them, subject only to the

rights of the Brookfield Glass Company of New York and the Brookfield Glass Company of New Jersey and the successors in business of each of them, granted to them as above set forth.

III. The title to the Lott patents and applications above enumerated is in Owens, subject to a reservation to Lott to use for all purposes the invention or inventions or any of them disclosed therein, but only for producing not to exceed 300 tons of finished glassware per day of twenty-four hours. Out of such reservation, Lott transferred 50 tons thereof to Arthur E. Spinasse of Mt. Vernon, Ohio. Owens holds an option from Lott to purchase the remaining 250 tons of said reservation which option shall continue and be in force so long as Owens continues to make certain payments therein stipulated to be made. Owens has also granted to Lott an assignable, non-exclusive license, without royalty, to use in the manufacture of pressed glassware other than containers to the extent of 250 tons of [fol. 16548] finished glassware per day of twenty-four hours and all features (excepting what is known as Plug Feeders wherein a plug member is employed to regulate the flow of the glass from the tank) covered by the claims of United States Letters Patent which have issued or may issue on his original application number 519678, or on any divisional or reissue application thereof with the right to grant sub-licenses thereunder. Until such option is relinquished, Lott has no right to make or use, except for experimental purposes, or grant to others the right to make or use, any of the inventions covered by said Lott patents or applications except as above set forth. Owens agrees not to relinquish said option but will either exercise the same or keep the same in force. No other licenses under Lott patents or applications are outstanding.

IV. The title to the Ferngren patent 1,415,824 is in Owens, subject to a license from Ferngren to Hartford-Fairmont Company.

[fol. 16549] Schedule C

Attached to and forming part of a General License Agreement between The Owens Bottle Company, Hartford-Empire Company and Certain Other Companies, dated April 9, 1924.

Exclusive Licenses Made by Hartford-Empire Company

Berney Bond Glass Company has the exclusive right to use the Howard Standard Feeder (described and identified by drawing numbers in the licenses granted) for making milk bottles in the United States. Berney Bond Company has under this 12 such feeders. This right runs for an initial term of 8 years from April 26, 1923, with option in License to extend it for 8 years more. Licensee has the benefit, for use upon said feeders, of all improvements thereupon, owned or hereafter acquired by Hartford, when same shall, with consent of Hartford, have been used commercially on said feeders in the United States for making glassware.

Monongah Glass Company has the exclusive license to use in the United States for the life of the patents the Hartford Standard Paddle or Paddle Needle Feeder and Hartford Twin Press and accessories to make pressed ware as follows:

(1) Containers adapted to be vacuum sealed.

(2) Tumblers (not including tumblers with handles).

(3) Jelly Tumblers.

(4) Packers Tumblers.

[fol. 16550] (5) Screw top jars and tumblers.

(6) Tops, covers or caps for plain and screw top pressed jars and pressed tumblers.

The foregoing excludes ware which cannot be made on solid or block molds.

Licensee also has benefit of improvements in said machines, owned or hereafter acquired by Hartford, when commercially used with consent of Hartford in making glassware in the United States.

Hartford is obliged, during term of license, to license additional machines, and also to grant licenses for said exclusive field to nominees of Monongah, on terms to be fixed by Hartford.

If Hartford should develop a feeder under the Hitchcock patents No. 805,068—November 21, 1905—and Hitchcock reissued No. 13,929—June 15, 1915, it will give to

Monongah Company a similar license to use such feeders or to develop one embodying claims of such patents.

Thatcher Manufacturing Company has the exclusive right to use in the United States a unit consisting of the Hartford Standard Paddle Needle Feeder in combination with the Hartford Milk Bottle Machine, for making milk bottles (which by usage also includes cream bottles) until January 1, 1936. Licensee has now 15 such units and may license till 1936 additional units, Provided that if Thatcher [fol 16551] Company in any year fails to pay royalties to Hartford equal to fifty per cent of the royalties on Thatcher Company's total milk bottle production calculated at Hartford's rates, Hartford may license units to others for such ware to make up the deficit in royalties. Such outside licenses may be granted to a subsidiary of Hartford. Licensee will have benefit of all improvements acquired by Hartford on such units when same have been commercially used for milk bottles in United States with consent of Hartford with such unit. License non-assignable except to purchaser of entire business of licensee.

Hocking Glass Company has the exclusive right, subject to certain prior licenses, to use in the United States the Hartford Standard Paddle and Paddle Needle Feeders for the term of the two licenses named below for making (a) blown lantern globes and blown gas globes which are made in iron molds (not paste molds) from glass containing less than one per cent of boric oxide, not used for signalling or electrical purposes or in connection with electric illumination. If Hocking Company fails in each of any two calendar years to make 25,000 gross of lantern globes with the feeders, Hartford may revoke all exclusive rights on lantern globes, similarly, if Hocking fails in each of any two calendar years to make 30,000 gross of gas [fol. 16552] globes with said feeders Hartford may revoke all exclusive rights on gas globes. Hocking Company has 2 Paddle Needle Feeders both licensed for initial term of 10 years with option of renewal for 7 years more. One license dated September 18, 1918 and the other dated February 9, 1920.

The above includes the benefit of all improvements on said feeders owned by Hartford, when commercially used, with consent of Hartford, in the United States for making glassware.

[fol. 16553] SCHEDULE "D"

Attached to and forming part of the General License Agreement between The Owens Bottle Company, Hartford-Empire Company and Certain other Companies, dated April 9, 1924, and consisting of six lists on 18 pages.

[fol. 16554]

SCHEDULE "D"—LIST 1 April 7, 1924

U. S. Patents Originating in Hartford-Fairmont Co. and Hartford-Empire Co.

Patent No.	Date	Patentee	Title
1,199,108	Sept. 26, 1916	Peiler	Art of Conveying Molten Glass
1,222,243	Apr. 10, 1917	"	Manufacture of Glassware
1,234,934	July 31, 1917	"	Method & Machine for Feeding Molten Glass
1,259,280	Mar. 12, 1918	"	Glass Shaping Mold
1,259,281	Mar. 12, 1918	"	Manufacture of Glassware
1,264,328	Apr. 30, 1918	"	Apparatus for Conveying Molten Glass
1,277,254	Aug. 27, 1918	"	Feeder for Molten Glass
1,277,255	Aug. 27, 1918	"	Feeder for Molten Glass
1,277,256	Aug. 27, 1918	"	Method of Feeding Molten Glass
1,291,952	Jan. 21, 1919	W. A. Lorenz	Glass Pressing Machine
1,292,033	Jan. 21, 1919	Peiler	Glass Pressing Machine
1,297,236	Mar. 11, 1919	"	Magnetic Clutch Controlling Method and Apparatus
1,300,180	Apr. 8, 1919	W. A. Lorenz	Apparatus for Feeding Molten Glass
1,300,181	Apr. 8, 1919	"	Apparatus for Feeding Molten Glass
Re. 15,600	May 15, 1923	"	Apparatus for Feeding Molten Glass
1,316,550	Sept. 16, 1919	Peiler & E. H. Lorenz	Glass Working Machine
1,324,464	Dec. 9, 1919	Peiler	Method & Machine for Gathering Glass
1,326,460	Dec. 30, 1919	W. A. Lorenz	Shear Mechanism
1,328,799	Jan. 20, 1920	Peiler	Paddle or Plunger for Molten Glass
1,331,467	Feb. 17, 1920	W. H. Honiss	Adjustment & Indicator for Glass Working Machines

[fol. 16555]

1,331,471	Feb. 17, 1920	Peiler & W. A. Lorenz	Mold for Glassware
1,331,472	Feb. 17, 1920	Peiler & E. H. Lorenz	Transfer Mechanism for Glass Shaping Machines
1,331,847	Feb. 24, 1920	H. A. Geneet	Shear Mechanism for Glass Working Machines
1,332,405	Mar. 2, 1920	Peiler	Glass Feeding Apparatus
1,349,551	Aug. 10, 1920	"	Glass Feeding Machine and Process
1,353,115	Sept. 14, 1920	A. R. Hunter	Glass Working Machine
1,373,202	Mar. 29, 1921	Peiler	Glass Delivering Apparatus
1,379,593	May 24, 1921	"	Glass Conveying Apparatus
1,379,594	May 24, 1921	"	Glass Severing
1,401,921	Dec. 27, 1921	"	Glass Feeding Apparatus
1,401,922	Dec. 27, 1921	"	Glass Working
1,405,936	Feb. 7, 1922	"	Apparatus for Feeding Molten Glass
1,406,045	Feb. 7, 1922	Peiler & E. H. Lorenz	Glassware Ejecting Mechanism
1,421,810	July 4, 1922	V. Mulholland	Closure for Molten Glass Outlets
1,466,367	Aug. 28, 1923	E. H. Lorenz	Apparatus for Operating on Molten Glass
1,473,587	Nov. 6, 1923	Peiler	Apparatus for Feeding Molten Glass

[fol. 16556]

April 7, 1924.

SCHEDULE "D"—LIST 2

U. S. Patent Applications Originating in Hartford-Fairmont Co. and Hartford-Empire Co.

Serial No.	Filed	Applicant
713,143	Aug. 3, 1912	Peiler
823,694	Mar. 10, 1914	"
82,654	Mar. 7, 1916	"
134,828	Dec. 4, 1916	"
157,943	Mar. 28, 1917	" Original filed Aug. 13, 1914.
249,244	Aug. 10, 1918	Peiler & E. H. Lorenz
287,966	Apr. 7, 1919	E. H. Lorenz
294,792	May 5, 1919	Peiler
294,793	May 5, 1919	"
331,237	Oct. 16, 1919	Mulholland & Peiler
343,813	Dec. 10, 1919	Peiler—Original filed Mar. 17, 1914.
396,934	July 17, 1920	"
399,595	July 28, 1920	"
407,861	Sept. 3, 1920	Lorenz, E. H.
407,868	Sept. 3, 1920	Peiler
432,260	Dec. 21, 1920	"
457,298	Mar. 31, 1921	"
457,300	Mar. 31, 1921	"
467,154	May 5, 1921	W. A. Lorenz
467,177	May 5, 1921	Peiler
490,597	Aug. 8, 1921	Genest
490,567	Aug. 8, 1921	Lorenz, E. H.
498,094	Sept. 2, 1921	Peiler
[fol. 16557]		
514,179	Nov. 10, 1929	Honiss
527,300	Jan. 6, 1922	Mulholland
541,639	Mar. 7, 1922	Peiler
543,571	Mar. 14, 1922	"
545,062	Mar. 20, 1922	"
546,551	Mar. 25, 1922	"
546,552	Mar. 25, 1922	"
547,990	Mar. 30, 1922	"
547,991	Mar. 30, 1922	"
549,447	Apr. 4, 1922	W. A. Lorenz
549,448	Apr. 4, 1922	"
549,449	Apr. 4, 1922	"
549,450	Apr. 4, 1922	"
550,071	Apr. 6, 1922	Hiller
556,287	Apr. 24, 1922	Peiler
558,078	May 3, 1922	W. A. Lorenz
568,134	June 14, 1922	E. H. Lorenz
585,638	Sept. 1, 1922	"
605,681	Dec. 8, 1922	Peiler
615,308	Jan. 27, 1923	"
622,622	Mar. 3, 1923	"
626,966	Mar. 22, 1923	"
661,827	Sept. 10, 1923	Mulholland
669,479	Oct. 19, 1923	Peiler—Div. of Serial No. 294,793.
[fol. 16558]		
678,130	Dec. 3, 1923	Peiler
678,900	Dec. 6, 1923	"
678,914	Dec. 6, 1923	Ingle
683,576	Dec. 31, 1923	Peiler
457,299	Mar. 11, 1924	Peiler—Orig. filed Mar. 31, 1921.
703,573	Apr. 1, 1924	" Div. of Serial No. 294,792.

[fol. 16559]

SCHEDULE "D"—LAST 3 April 7, 1924.

U. S. Patents and Applications Acquired by Hartford-Fairmont Co. and Hartford-Empire Co. From Empire Machine Co.

Patents No.	Date	Patentee	Title
1,052,902	Feb. 11, 1913	Dorsey	Glass Blowing Machine
1,066,270	July 1, 1913	Hanford	Gather Actuated Controller for Glass Blowing Machines.
1,074,167	Sept. 30, 1913	Day	Means for Maintaining Constant Working Level in Glass Furnaces.
1,117,322	Nov. 17, 1914	Chamberlin	Mechanism for Gathering Glass.
1,123,523	Jan. 5, 1915	Hanford	Electrically Controlled Blowing Head for Blowing Machine.
1,123,524	Jan. 5, 1915	Hanford	Gather Actuated Controller for Blowing Machines.
1,123,525	Jan. 5, 1915	Hanford	Gather Actuated Controller for Blowing Machines.
1,124,698	Jan. 12, 1915	Chamberlin	Apparatus for the Production of Glass Articles.
1,124,699	Jan. 12, 1915	Chamberlin	Machine for Manufacture of Blown Glass Articles.
1,124,700	Jan. 12, 1915	Chamberlin	Blowpipe Receiving Device for Glass Blowing Machines.
1,124,701	Jan. 12, 1915	Chamberlin	Machine for the Manufacture of Blown Glass Articles.
1,124,702	Jan. 12, 1915	Chamberlin	Apparatus for the Production of Blown Glass Articles.
1,137,304	Apr. 27, 1915	Chamberlin	Glass Blowing Machine.
1,148,212	July 27, 1915	Chamberlin	Glass Working Apparatus.
1,148,213	July 27, 1915	Chamberlin	Method for Production of Formed Blanks upon Gathering Irons.
1,148,214	July 27, 1915	Chamberlin	Apparatus for Working Glass.
1,148,215	July 27, 1915	Chamberlin	Process for Production of Blown Glass Articles.
[fol. 16560]			
1,148,216	July 27, 1915	Chamberlin	Machine for Forming Glass Blanks.
1,156,056	Oct. 12, 1915	Chamberlin	Mold Mechanism for Glass Blowing Machines.
1,156,057	Oct. 12, 1915	Chamberlin	Mold for Glass Blowing Machines.
1,156,058	Oct. 12, 1915	Chamberlin	Mold for Glass Blowing Machines.
1,156,756	Oct. 12, 1915	Chamberlin	Glass Blowing Mold.
1,156,858	Oct. 12, 1915	Chamberlin	Take-off Mechanism for Glass Blowing Pipes.
1,156,863	Oct. 12, 1915	Dorsey	Glass Blowing Machine.
1,157,653	Oct. 19, 1915	Woods	Apparatus for Working Glass.
1,163,963	Dec. 14, 1915	Woods	Process of Working Glass.
1,163,983	Dec. 14, 1915	Dorsey	Glass Blowing Machine.
1,187,889	June 20, 1916	Dorsey	Glass Blowing Machine.
1,199,695	Sept. 26, 1916	Hanford	Glass Forming Machine.
1,203,099	Oct. 31, 1916	Canfield	Apparatus for Working Glass.
1,235,008	July 31, 1917	Canfield	Process of Manufacturing Blown Glass Articles & Blanks for use in such Process.
1,254,904	Jan. 29, 1918	Hanford	Glass Working Machine.
1,256,979	Feb. 19, 1918	Chamberlin	Apparatus for Manufacture of Blown Glass Articles.
1,256,990	Feb. 19, 1918	Chamberlin	Process of Flowing Glass
1,260,637	Mar. 26, 1918	Canfield	Glass Working Machine & Process of Working Glass.
1,323,450	Dec. 2, 1919	Chamberlin	Process & Apparatus for Feeding Molten Glass.
1,362,756	Dec. 21, 1920	Steimer	Glass-Handling Apparatus.

[fol. 16561] April 7, 1924.

SCHEDULE "D"—LIST 3

U. S. Patents and Applications Acquired by Hartford-Fairmont Co. and Hartford-Empire Co. From Empire Machine Co.

Applications

Serial No.	Filed	Applicant
29,082	May 19, 1915	Chamberlin
382,354	May 18, 1920	C. M. Steimer (Administrator)
491,812	Apr. 23, 1909	Chamberlin
524,904	Oct. 27, 1909	Hanford
543,582	Feb. 12, 1910	T. C. Steimer
551,198	Mar. 23, 1910	Chamberlin
657,269	Oct. 28, 1911	Chamberlin
786,272	Aug. 23, 1913	Chamberlin
801,186	Nov. 15, 1913	Chamberlin
827,450	Mar. 26, 1914	Chamberlin
575,139	July 15, 1922	Canfield
671,149	Oct. 27, 1923	Steimer

[fol. 16562] SCHEDULE "D"—List 3—Page 4

Rights Acquired Through The Empire Machine Company From General Electric Company

Patents

No.	Date	Patentee
813,289	Feb. 20, 1906	N. W. Hartman
1,098,724	June 2, 1914	N. W. Hartman & Goggin.
1,155,809	Oct. 5, 1915	N. W. Hartman
1,262,567	Apr. 9, 1918	F. J. Rippl.
1,273,345	July 23, 1918	J. T. Fagan.
1,273,346	July 23, 1918	J. T. Fagan.
1,278,046	Sept. 3, 1918	J. C. Smedley.
1,313,205	Aug. 12, 1919	H. E. and C. L. Quackenbush.
1,325,265	Dec. 16, 1919	C. H. Quackenbush and J. C. Smedley.
1,344,941	June 29, 1920	W. Gillett.

Application For Patent

Application of N. W. Hartman, Ser. No. 744,549, filed Jan. 27, 1913.

(Note: Right transferred by the General Electric Co. to the Empire Machine Co. and by the Empire Machine Co. to the Hartford-Empire Co. include also any invention which was on January 1, 1922 owned by the General Electric Co. relating to the licensed field. The licensed field of the above named patents and applications and rights is defined as

"Machines, processes or apparatus for making mold blown articles of glass except in so far as the same are or may be applied to production of incandescent electric lamp bulbs intended and adapted to be manufactured into electric lamps, or mold blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.)

[fol. 16563] Note: The patents and applications included in this list (3) were assigned by the Empire Machine Co. to Hartford-Empire Co. on December 19, 1922, subject to—

(a) An exclusive license to the American Blank Co. for the production of bulbs intended and adapted to be manufactured into incandescent electric lamps and other electrical devices comprising sealed enclosures (but not the electric lamp or device itself, or any step in the manufacture thereof as distinguished from the manufacture of the bulb); to the production of mold blown articles of glass in so far as the same are or may be used for electrical purposes, or in connection with electric illumination, and to the production of glass tubing and cane for use in the manufacture of incandescent electric lamps or other electrical devices comprising sealed enclosures.

(b) An exclusive license to the Corning Glass Works, without royalty, for Ware Divisions A, B, C, D, E and G as the same are defined in Argeement of October 6, 1922.

(c) A non-exclusive license to the Corning Glass Works, without royalty, for Ware Divisions F and H as defined in the Agreement of October 6, 1922.

[fol. 16564] SCHEDULE "D"—List 4. April 7, 1924

U. S. Patents And Applications Acquired By Hartford-Fairmont Co. And Hartford-Empire Co. From Howard Automatic Glass Feeder Co.

Patents

No.	Date	Patentee
*1,138,110	May 4, 1915,	G. E. Howard
*1,138,111	May 4, 1915	G. E. Howard
1,231,610	July 3, 1917	G. E. Howard
*1,255,884	Feb. 12, 1918	G. E. Howard
1,315,668	Sept. 9, 1919	G. E. Howard

*Title in Pittsburgh Plate Glass Co.

Exclusive license to Howard as to window glass, hollow and blown ware.

All rights held by Howard assigned to Hartford-Empire Co., Feb. 21, 1923.

Applications

Ser. No.	Filed	Applicant
180,795	July 16, 1917	G. E. Howard
279,541	Feb. 27, 1919	G. E. Howard
384,158	May 25, 1920	G. E. Howard
469,125	May 13, 1921	J. R. Keller
472,587	May 25, 1921	G. E. Howard
483,234	July 8, 1921	G. E. Howard
537,232	Feb. 17, 1922	G. E. Howard
537,873	Feb. 20, 1922	G. E. Howard
541,775	Mar. 7, 1922	J. R. Keller

[fol. 16565] SCHEDULE "D"—List 4.—Page 2

Ser. No	Filed	Applicant
560,111	May 11, 1922	G. E. Howard
560,112	May 11, 1922	G. E. Howard
604,785	Dec. 4, 1922	G. E. Howard
612,156	Jan. 12, 1923	G. E. Howard
629,817	Apr. 4, 1923	G. E. Howard
631,849	Apr. 13, 1923	G. E. Howard
637,521	May 8, 1923	G. E. Howard
642,021	May 28, 1923	G. E. Howard
644,392	June 9, 1923	G. E. Howard
644,391	June 9, 1923	G. E. Howard
697,805	Mar. 8, 1924	G. E. Howard

[fol. 16566] April 7, 1924.

SCHEDULE "D"—List 5.

U. S. Patent and Applications Acquired by Hartford-Fairmont Co. and Hartford-Empire Co.

Miscellaneous.

Patents.

No.	Date	Patentee
901,881	Oct. 20, 1908	G. E. Cleveland
987,671	Mar. 21, 1911	G. E. Cleveland
1,171,928	Feb. 15, 1916	G. E. Cleveland
1,199,665	Sept. 26, 1616	G. E. Cleveland

All of the above named Cleveland patents are subject to the following:

To Marion Flint Glass Company, of Marion, Indiana. Factory right executed January 17, 1911 under Patent No. 987,671.

To Skillen-Goodin Glass Company of Yorktown, Indiana. Factory rights executed January 17, 1911 under Patent No. 987,671.

To George E. Cleveland of Fairmount, Indiana. License dated January 17, 1913, for Factory right under Patents 901,881, 987,671, 1,171,928, and 1,199,665 in one factory.

To Corning Glass Works of Corning, New York, by agreement dated January 29, 1913. Exclusive right under Patent No. 987,671, for "glass battery jars, lantern globes, and percolator tops made from glass where lime is not one of the principal ingredients, lenses and roundels for railroad, marine and similar service."

To Corning Glass Works of Corning, New York, by agreement dated February 1916. Exclusive license under the Patents Nos. 1,171,928 and 1,199,665, for "glass battery jars, lantern globes and percolator tops, when such articles are made from glass where lime is not one of the principal ingredients, and lenses and roundels for railroad, marine and similar service, and cooking dishes; such license for cooking dishes to be non-exclusive".

To Empire Machine Company of Corning, New York. Exclusive license dated February 1916, to use methods disclosed in Patent No. 1,199,665, "in so far as the same relates to severing and obtaining glass for subsequent blowing in paste molds".

[fol. 16567] SCHEDULE "D"—List 5—Page 2

List of machines embodying the above Letters Patent, or some of them, which have been sold to various parties:—

1 machine to Indiana Glass Company of Dunkirk, Indiana, embodying Patent No. 987,671.

2 machines to Cumberland Glass Company of Bridgeport, N. J., embodying Patent No. 987,671.

2 machines to Macbeth-Evans Glass Company under Patent Nos. 907,671 and 1,171,928.

1 machine to General Electric Company, embodying Patents 987,671 and 1,171,928.

7 machines to Corning Glass Works, under agreement or agreements hereinbefore referred to.

These Cleveland patents also subject to license from Hartford to Empire Machine Company.

No.	Date	Patentee
927,168	July 6, 1909	L. J. Robb

Assigned to H-F Co. by Heyl & Patterson Sept. 17, 1919, subject to exclusive license to Ball Bros. for fruit jars.

1,016,428	Feb. 6, 1912	Mulholland
1,053,631	Feb. 18, 1913	Mulholland
1,053,632	Feb. 18, 1913	Mulholland
1,058,193	Apr. 8, 1913	Mulholland
1,071,331	Aug. 26, 1913	Mulholland

Entire interest assigned to H-F. Co. on Sept. 17, 1919 by Heyl & Patterson.

1,011,023	Dec. 5, 1911	H. M. Brookfield

Assigned to H-F. Co. July 28, 1920, except for shop rights retained by The Brookfield Glass Company of New Jersey.

[fol. 16568] SCHEDULE "D"—List 5—Page 3

Ferngren Patents.

No.	Date	Patentee
1,143,112	June 15, 1915	E. T. Ferngren
1,328,273	Jan. 20, 1920	E. T. Ferngren
1,342,042	June 1, 1920	E. T. Ferngren
1,415,824	May 9, 1922	E. T. Ferngren
1,196,848	Sept. 5, 1916	E. T. Ferngren
1,362,785	Dec. 21, 1920	E. T. Ferngren
1,414,561	May 2, 1922	E. T. Ferngren

Ferngren Applications

Serial No.	Filed	Applicant	
679,236	Feb. 23, 1912	E. T. Ferngren	
276,175	Feb. 10, 1919	E. T. Ferngren	Orig. filed Sept. 29, 1913.

No guarantee is made as to title in these Ferngren patents or applications, or as to rights thereunder.

U. S. Patent 1,032,598, July 16, 1912 to F. H. Gibson

Assignment of entire interest to Hartford-Fairmont Company, Dec. 30, 1921.

[fol. 16569] SCHEDULE "D"—List 5—Page 4

Applications.

Ser. No.	Filed	Applicant
593,575	Oct. 10, 1922	Mayers
593,576	Oct. 10, 1922	Mayers
609,860	Dec. 30, 1922	Mayers
643,246	June 4, 1923	Chalmers

Hartford is prosecuting the above four applications under option to purchase the title or exclusive license.

264,015	Nov. 25, 1918	Bridges
360,245	Feb. 20, 1920	Ripley
634,252	Apr. 24, 1923	Shackelford
647,839	June 26, 1923	Keller
702,052	Mar. 26, 1924	Budd

[fol. 16570] April 7, 1924.

SCHEDULE "D"—List 6

U. S. Patent Applications of United Bottle Machinery Co.

Ser. No.	Filed	Applicant
274,449	Feb. 1, 1919	Lobb
282,768	Mar. 15, 1919	Lobb
465,440	Apr. 29, 1921	Lobb
502,181	Sept. 21, 1921	Sears—Orig. filed Aug. 19, 1914.
689,995	Feb. 1, 1924	Sears—Div. of Ser. No. 502,181.

Hartford is prosecuting these applications under a non-exclusive license, coupled with option to purchase title or exclusive license.

[fol. 16571] SCHEDULE "D"—Continued

Hartford also owns licenses as follows, under all U. S. patent rights owned by the Corning Glass Works on October 6, 1922 or acquired by the Corning Glass Works prior to Jan-

uary 1, 1940, for the following Ware Divisions, as the same are defined in the agreement of October 6, 1922:

(a) Ware Divisions F and H; Exclusive in Hartford except for shop right in Corning.

(b) Ware Division J; Exclusive in Hartford.

General Notes.

All of the rights listed in this Schedule "D", together with all U. S. rights acquired by Hartford prior to January 1, 1940 are subject to:

(c) Licenses free of royalty to the Corning Glass Works for Ware Divisions A, B, C, D, E and H, as the same are defined in the agreement of Oct. 6, 1922, limited, however, to the paddle feeder, as the same existed at Fairmont, West Virginia, on June 30, 1916.

(d) Exclusive licenses to the Corning Glass Works for Ware Divisions A, B, C, D and E, as the same are defined in the agreement of October 6, 1922.

[fol. 16572] Copy

Original filed with signed copy of Gen. License Agreement of July 1, 1932. Cp.

Hartford-Empire Company

Hartford, Connecticut.

January 22, 1935

Mr. E. F. Martin
Owens-Illinois Glass Company
Toledo, Ohio

Dear Mr. Martin:

Mr. Pease wrote Mr. Levis on January 11th announcing that our I. S. royalties have been reduced to a flat rate of Two Cents (2¢) per gross.

So far as I can see, the various Licenses and Leases relating to these machines do not have to be changed, but you need merely to note on your records that Hartford's lowest standard rates applicable to—

Individual Section Machine No. 8 under Lease No. HIS-13 dated October 29, 1930

Individual Section Machine No. 23 under Lease No. HIS-15 dated August 6, 1931
Individual Section Machine No. 32 under Lease No. HIS-24 dated May 26th, 1934, and
Individual Section Machine No. 36 under Lease No. 29 dated November 21, 1934

shall be Two Cents (2¢) per gross, regardless of the weight of the given article.

If this is in conformity with your ideas on the subject, would you be good enough to acknowledge receipt of this?

Very Truly yours, Hartford-Empire Company. A. T. Safford, Jr. (Signed), Secretary.

A. T. Safford, Jr.
RLB

[fol. 16573] GOVERNMENT EXHIBIT No. 61

AGREEMENT

For Purchase of Stock of Howard Automatic Glass Feeder Company.

Dated ——.

U. S. Board of Tax Appeals Div. 5, Docket 94788-95673. Admitted in evidence Feb. 19, 1940. Petitioner's Exhibit Two.

[fol. 16574] Agreement for Purchase of Stock of Howard Automatic Glass Feeder Company.

This agreement made this 23rd day of June, 1922, between Beech-Nut Packing Company, hereinafter called Beech-Nut Company, a corporation organized under the laws of the State of New York and having its principal place of business at Canajoharie in said State; The Hartford-Fairmont Company, hereinafter called Fairmont Company, a corporation organized under the laws of the State of New York and having its principal place of business at Hartford, Connecticut; the Howard Automatic Glass Feeder Company, hereinafter called Howard Company, a corporation organized under the laws of the State of Pennsylvania and having its principal place of business at Butler, Pennsylvania; and George E. Howard, Jean Campbell

Howard, Thomas W. Phillips, Jr., B. D. Phillips, Georgia Heard Hamilton, Frank E. Troutman, Charles H. Christie, Albert G. Hamilton, James O. Campbell, Charles A. McElvain, Juliette E. Campbell, Ben F. Hazelton, C. S. Budd, F. V. Kesselman and John C. Sutton; (the said last named list of individuals being all of the holders of the stock of the said Howard Company) or such of those individuals whose stock in the Howard Company aggregates one hundred and seventy-five (175) shares; witnesseth that:

Section 1. Whereas, the said Fairmont Company and interests associated with it are now in the course of organiz- [fol. 16575] ing under the laws of the State of Delaware, a new corporation which shall be called the Hartford-Empire Company, hereinafter referred to as the Hartford Company, which Company, it is intended, shall take over the majority of stock of said Fairmont Company and the majority of the assets of the Empire Machine Company, a corporation organized under the laws of the State of Maine, and

Section 2. Whereas the said Howard Company states and represents that the following Statement of Facts included in Sections 3 to 13 inclusive below, is true and correct in every substantial particular.

Statement of Facts.

Section 3. The Howard Company is a corporation organized under the laws of Pennsylvania with a total authorized capital of Twenty-Thousand (20,000) Dollars, all issued, full paid and non-assessable, being two hundred (200) shares of stock, all common, with a par value of One Hundred (100) Dollars each.

The Howard Company has no subsidiaries and does not own any stock or securities in other companies. The assets of the Howard Company consist entirely in—

(a) Patents and Patent Rights, domestic and foreign.

(b) Feeders and appurtenances either now under license or in stock or transit.

(c) Certain license and lease contracts called Licenses, hereinbelow set forth.

[fol. 16576] (d) Cash and accounts receivable.

(e) Ordinary office equipment.

Section 4. The names and holdings of the stockholders of the Howard Company are as follows:

Names	Shares of Stock
George E. Howard	35
Jean Campbell Howard	48
Thomas W. Phillips, Jr.	12
B. D. Phillips	12
Georgia Heard Hamilton	39
Frank E. Troutman	12
Charles H. Christie	7
Albert G. Hamilton	1
James O. Campbell	10
Charles A. McElvain	2
Juliette E. Campbell	8
Ben. F. Hazelton	6
C. S. Budd	5
F. V. Kesselman	1
John C. Sutton	2
	200

Section 5. The number of feeders licensed and actually installed with licensees of the Howard Company in the United States are as follows:—

[fol. 16577] Licensees	Feeders Installed
Berney-Bond Glass Company, Clarion, Pa.	10
Turner Brothers Company, Terre Haute, Ind.	7
Glenshaw Glass Company, Glenshaw, Pa.	6
North Wheeling Glass Bottle Company, Wheeling W. Va.	4
Lynchburg Glass Works, Lynchburg, Va.	2
Maryland Glass Corp., Baltimore, Md.	3
C. L. Flaccus Glass Co., Tarentum, Pa.	1
Gayner Glass Works, Salem, N. J.	2
Pierce Glass Company, Buffalo, N. Y.	5
Hygeia Glass Corp., Buffalo, N. Y.	2
Pacific Coast Glass Works, San Francisco, Calif.	0
J. E. Marsden Glass Works, Inc., Ambler, Pa.	0
Acme Glass Company, Olean, N. Y.	1
	43

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CARD 102

The one feeder of the Acme Glass Company, although not installed, is to be treated as installed and to be included in any reference herein made to "installed feeders."

There are also four such feeders installed in England.

Section 6. There are also outstanding additional commitments under which certain parties are entitled to license and use additional feeders, as follows:

(a) *Turner Brothers Company:* has a written option for four (4) feeders.

[fol. 16578] (b) *J. E. Marsden Glass Works, Inc.:* has an option for eight (8) feeders; solely for blown glass tumblers at a royalty of ten cents per gross, with decreased rates for production of over 150,000 gross per year, with a minimum of eight cents per gross.

(c) *Gayner Glass Works:* has a right under its contracts for an unlimited number of feeders for use solely for containers of five gallons capacity and upward, and battery jars, at a royalty of $2.16 per gross; and for containers of two gallons capacity and under at a royalty of 20 cents per gross; and for one feeder for general ware at standard form rates. This company has no right to make milk bottles or lamp bulbs. This statement includes the two feeders referred to in Section 5 above as installed.

(d) *C. L. Flaccus Glass Company:* has a written option for eleven (11) feeders.

(e) *Glenshaw Glass Company:* has a right under its contract of January 10, 1920 to six (6) additional feeders, upon none of which is a royalty payable. This company has no right to make milk bottles. No royalty is payable on the six feeders already installed by this company, as stated in Section 5.

(f) *Berney-Bond Company*: has a right under its contracts for an unlimited number of feeders for all bottles and hollow ware at the standard form royalties. It has the exclusive right to use an unlimited number of feeders for milk bottles at five cents per gross (excepting that Pacific Coast Glass Works and Sheffield Glass Bottle Company each has the right to use one feeder for milk bottles). The first ten feeders installed (as stated in Sec-

[fol. 16579] tion 5) by this company pay no royalty except when used for milk bottles. Four more feeders have been contracted for, which will pay five cents on milks, and standard royalties on other ware.

License fees on additional feeders to be the current charge.

There is a minimum royalty fixed of Five Thousand Dollars per year for all feeders. Howard Company claims that this applies only to the feeders licensed at the date of the contract of September 2, 1919. Berney-Bond Company claims that it covers all feeders.

(g) *Maryland Glass Corporation:* has a verbal option for one (1) additional feeder.

(h) *Sheffield Glass Bottle Co.:* has a contract for one feeder for all ware.

(i) *Compagne de St. Gobain:* An offer was made by letter to St. Gobain, Chauny et Cirey, offering an unlimited number feeders with exclusive rights on such feeders in continental Europe, all to be embodied in a written contract. This letter was accepted by the St. Gobain Company by letter and payment of $1500.00 made by them. Formal contracts were forwarded which St. Gobain refused to sign. The Howard Company alleges that by reason of such refusal, said offer is no longer outstanding and that the St. Gobain Company has now no claim against the Howard Company as to feeder rights, except to require the return of said fifteen hundred dollars; this sum will at once be returned.

(j) The royalty rates paid by each of said Howard licensees is the "standard form rate" of ten (10) cents [fol. 16580] per gross on ware of less than one (1) gallon in capacity and twenty (20) cents on all ware of one (1) gallon or more in capacity, except—

(a) As stated specifically above herein.

(b) A special provision has been made relieving all licensees from paying royalty on ware under six (6) ounces produced per feeder per week in excess of one thousand (1000) gross per week.

Section 7. All of the feeders above referred to are licensed and leased, or are to be licensed and leased under

uniform standard form contract, copy of which is hereto annexed and marked "Schedule A", except as to certain details which are shown in Schedule of Exceptions hereto attached, as to each individual contract.

All licenses permit the making of all bottles and hollow ware except as stated above in Section 6, and in the Schedule of Exceptions.

Section 8. Two of said licensees are in arrears as to their payments of royalties, to wit:

North Wheeling Glass Bottle Company
and
Lynchburg Glass Works

and notice of cancellation of all their licenses has already been served and cancellation will probably be effective on both of these companies.

Section 9. Mr. Howard has granted to the Pittsburgh Plate Glass Company certain plate glass rights on some of his patents.

[fol. 16581] *Section 10.* Except as stated above in this Statement of Facts there are no licenses, grants, rights or other encumbrances upon the patents and patent rights now held by the Howard Company.

Section 11. The Howard Company has not made and does not make its own feeders or parts, but has them made for it by other concerns. The Howard Company, however, has no outstanding contracts or commitments of substantial importance for the manufacture or supplying of machines or parts. The standard Howard feeder generally licensed by the Company costs about One Thousand (1,000) Dollars to construct and a single license fee of Twenty Five Hundred (2500) Dollars is charged to the licensee for such feeder, which includes cost of installation, except such fee is One Thousand ($1000) Dollars per feeder in the case of the Glenshaw Company. The title to the feeder, however, always remains in the Howard Company, so far as concerns feeders installed in the United States, except as to those licensed to Berney-Bond Company and possibly that to Sheffield Company.

Section 12. The situation as to the foreign patent rights of the Howard Company is—as to England there was a

contract there with West Ham Bottle Company, which, however, probably can be cancelled and all rights in England are substantially free.

All other rights in foreign countries, including France, Italy, Spain, Germany, Czecho-Slovakia, Scandinavia, Australia, Japan, and South Africa, are entirely free and have not in any way been sold, disposed of or encumbered, except as to any rights in the St. Gobain Company as set forth in Section 6.

[fol. 16582] *Section 13.* The statement as to the royalty returns of Howard Company is as follows:

Based upon the existing provisions of outstanding licenses, and upon the facts of past production and conditions, the feeders now installed and actually paying royalties will earn under the minimum royalty provisions of the licenses of such feeders during the year ending April 1st, 1923 the total sum of twenty two thousand eight hundred and fifty (22,850) dollars and will produce under present business conditions a total royalty of fifty seven thousand (57,000) dollars in such period.

The foregoing statement does not include any return from feeders licensed to the North Wheeling Glass Bottle Company; the Lynchburg Glass Works and the West Ham Bottle Company of England.

Section 14. It is agreed that the reference in Section 7 to the Schedule of Exceptions, and the annexing of the same hereto is solely and exclusively for the purpose and with the effect of stating minor details of fact not otherwise set forth herein and not inconsistent with the facts otherwise set forth herein. Such Schedule and its use herein shall not be interpreted, applied, or held to alter, modify, deny or contradict the facts otherwise stated in Sections 3 to 13 inclusive, and especially the facts as to permitted fields of ware; royalty rates, and minimum royalties; number of feeders licensed; outstanding rights or options as to additional feeders; and that as to the latter series of facts and all others stated in Sections 3 to 13 inclusive, it is understood that the Beech-Nut and Fairmont Companies are relying upon those statements herein [fol. 16583] contained other than those indicated by such Schedule of Exceptions, and have not had a sufficient opportunity to review or consider the facts stated or indicated

by such schedule; the said Schedule being submitted mainly to facilitate the verification provided for herein.

It is understood and agreed that the facts set forth in Sections 3 to 13 inclusive are made by the Howard Company and that its stockholders, parties to this agreement, have no personal liability therefor. It is also understood that after the verification of facts as provided for in Section 17 herein Beech-Nut, Fairmont and Hartford Companies rely upon such verification for said facts and not upon the statement as contained herein.

[fol. 16584] Now Therefore, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

Section 15. Upon verification by the Beech-Nut Packing Company as provided for below to the satisfaction of said Beech-Nut Company of the truth of the facts set forth in Sections 3 to 13 inclusive above, the Beech-Nut Packing Company will buy all of the stock of the Howard Company held by those stockholders of said company who shall become parties to this agreement before August 20, 1922, provided that stockholders holding not less than one hundred fifty (150) shares of such stock shall so become parties and their stock shall be so purchasable, all on the following equal terms and conditions:

The Beech-Nut Company will in exchange for each share of the common stock of the Howard Company, deliver to the holder of such common stock, twenty-two and one-half (22½) shares of the eight per cent, preferred stock of the said Hartford-Empire Company, together with two hundred fifty ($250.00) Dollars in cash for each Howard share so delivered. Such preferred stock and cash shall be so delivered as of July 1, 1922 and not later in actual delivery than sixty days after the completion of the said verification of facts. Any fractions of such shares resulting in the above exchange shall be delivered in cash at the rate of One Hundred (100) dollars per share.

The provisions governing the issue, preferences, priorities and security of the said preferred stock of the Hartford-Empire Company are more fully set forth in Schedule B annexed hereto.

[fol. 16585] *Section 16.* The said stockholders of the Howard Company parties hereto, hereby accept such terms and agree in such manner to transfer all their common stock

held by them in the Howard Company to the Beech-Nut Company or its nominee, upon receiving the payments of preferred stock and cash above set forth.

Section 17. The Beech-Nut Company or its agents shall have the right at once after the execution hereof, to have access to the books and records of the Howard Company in such manner to enable the Beech-Nut Company fully to verify and check the said Statement of Facts contained in Sections 3 to 13 inclusive, provided that such right of access shall not include any right whatsoever to the inspection or examination of any of the patent applications of the Howard Company. The Beech-Nut Company shall be allowed for the purpose of completing said examination and verification a period of thirty (30) days after stockholders of Howard Company owning at least one hundred fifty (150) shares of said Howard Company stock shall have executed this agreement.

Section 18. The Howard Company agrees that it will not before August 20th, 1922 noon either take or permit any action subject to its control or that of its agents which will so change the condition of its finances or of its licenses or of its patents and patent rights as substantially to modify the condition thereof as set forth in said statement of facts in Sections 3 to 13 inclusive except as provided in Section 19. The Howard Company and all of its stockholders parties hereto, pledge themselves to keep all facts of these negotiations and this agreement and all other facts bearing thereon [fol. 16586] entirely confidential and undisclosed.

Section 19. It is agreed between the parties hereto that the following assets shall not be covered or carried over by the said agreed transfer of stock, but shall be withdrawn from the ownership of the Howard Company prior to such transfer, as follows:

(a) All cash in the Treasury of the Howard Company as of July 1, 1922, or received after said date an account of items set forth in (b) hereof and placed therein.

(b) All accounts and bills receivable belonging to said company as of July 1, 1922, including all accounts, bills and royalties then owing to Howard Company, the payment of which is deferred beyond said date.

[fol. 16587] *Section 20.* The stockholders of the Howard Company, parties hereto, further agree, each for himself, that immediately upon the receipt by such stockholder of the preferred stock of Hartford-Empire Company, as provided in Section 15 hereof, he the said stockholder will, for every share of Howard Company stock sold by him under this Agreement, transfer six (6) shares of the Hartford-Empire stock so received by him to such party or company as may be agreed upon by the parties hereto as Trustee, such stock to constitute a trust fund and to be held and disposed of by such Trustee In Trust for the following purposes;

(a) If during the term of this Trust any final judgment for debts or money damages shall be rendered by a court of competent jurisdiction against the Howard Company, based upon the breach before July 1, 1922 of any contract outstanding on that date or upon any obligation or liability incurred or action taken by said Howard Company, all before noon of July 1, 1922; or if any taxes shall be claimed and assessed against said Company calculated or based upon the income of such company received or upon property or privileges held prior to said date, including such prorated portion of such taxes for the year 1922 as is reasonably attributable to the first half of said year, then in such case the said Trustee shall from such trust fund either pay such judgment or taxes, or reimburse the Howard Company or its successors, for payment by it thereof, and such purpose shall have full power to sell at public or private sale and transfer so much of said stock as shall be required for such purpose.

[fol. 16588] *Provided*, that if the stockholders so transferring said stock shall pay out of other funds any liability accruing hereunder, the liability of said stock under this trust shall be correspondingly reduced.

Provided further, that if any such judgment shall include damages for liabilities incurred both before and after July 1st, 1922, such trust fund shall be liable only for the payment or reimbursement of that part of such judgment properly attributable to liabilities incurred before said date; and

Provided further, that this trust fund shall not be liable for any judgment recovered at the suit of the Beech-Nut, Fairmont or Hartford Companies, or their successors or

assigns, or for any judgment upon suit brought for infringement of any patent now held or hereafter to be held or owned by any of said companies or their successors or assigns, or upon any suit for breach of contract of Howard Company if such contract has been acquired by either of said Companies, their successors or assigns.

Provided further, that this trust fund shall not be liable as aforesaid, unless Beech-Nut Company, Hartford Company or Fairmont Company shall give notice to said Trustee of any suit, as aforesaid, brought against Howard Company and said Trustee shall have an opportunity to join in the defense thereof; and

Provided also that this trust fund shall not be liable for any confessed judgment unless said Trustee consents in writing thereto.

(b) In case on the 1st day of July 1925, at noon there [fol. 16589] shall not be pending any such judgment or tax claim unsatisfied, or any suit or action against the Howard Company in which such a judgment or claim might be recovered then this Trust shall thereupon terminate. Otherwise said Trust shall continue until noon of July 1st, 1927, at which latter date it shall terminate. But such continuance after July 1st, 1925 shall be only for the purpose of paying judgments based on suits originating before such latter date.

(c) Upon the termination of such Trust, the Trustee shall thereupon divide the said stock remaining in his hands among the stockholders or their legal representatives as their interests may appear, and he is hereby empowered to make or cause to be made such transfers of such certificates and stock as shall be necessary to complete such division. All dividends received by the Trustee upon any unsold Hartford-Empire stock shall be paid by him when received to the stockholders as their interests may appear.

(d) Upon the death, resignation or incapacity of said Trustee, a new Trustee shall be named by agreement of the other parties hereto, with the agreement also of Hartford-Empire Company, and if such agreement cannot be reached within thirty days after such vacancy occurs, then a Trustee shall be appointed by the proper court of Butler County, Pennsylvania, which new Trustee shall have all the powers herein conferred upon the Trustee.

(e) Execution of this Agreement for Sale of Stock shall constitute an acceptance of and agreement in this Trust

Agreement on the part of the party so executing, and acceptance of such delivery of stock by such Trustee shall [fol. 16590] constitute acceptance by him of such trust.

[fol. 16591] *Section 21.* It is agreed that it shall be a condition of this contract that George E. Howard, now of the Howard Company, will enter into the employment of the said Fairmont Company or the Hartford Company; and the said Fairmont Company or Hartford Company will so employ him under a contract of employment for a period of five years from July 1, 1922; upon an annual salary, payable monthly, of Nine Thousand (9000) Dollars, and the said Howard shall have the right at his option to take such salary or any part thereof either in cash or in Hartford-Empire common stock at the rate of Fifty (50) Dollars per share, provided that said Howard shall exercise said option and make a final election before July 1, 1923; as to the payment of said salary in cash, in stock, or partly in each, covering the said five years. All such common stock so received by said Howard shall be subject to the terms of the Pre-Emption Agreement provided for in the organization of said Hartford Company and his said stock shall be treated as belonging to either the Fairmont or Empire group, as may be determined by the Directors of the Hartford Company. Said Howard shall also in said contract agree to transfer and turn over to such employing company all of his ideas and inventions relating to the glass industry now in existence or developed during the period of said employment which are not already the property of the Howard Company, except as provided for in the aforesaid grant to the Pittsburgh Plate Glass [fol. 16592] Company referred to in Section 9, all without further consideration. There shall be no recourse against any of the parties hereto if George E. Howard is unable during said five year period to perform the terms of this section.

Section 22. The stockholders of the Howard Company parties hereto, agree that they will, at the request and expense of the Hartford Company, assist such company or the Fairmont Company to the best of their ability in prosecuting or defending any patent litigation involving any of the patent rights or patents now owned by the Howard Company.

Section 23. It is understood and agreed that the Howard Company, or, after July 1, 1922, the present stockholders of said Company, shall complete the construction and installation of the following feeders now under contract or written or verbal option, if ordered before July 15, 1922:

Berney-Bond Glass Company	4
Pacific Coast Glass Works	4
J. E. Marsden Glass Works, Inc.	2
Maryland Glass Corporation	1
Turner Brothers Company	4

and that all bills contracted in such installations shall be included among those bills to be paid by Howard Company's present stockholders as hereinafter referred to, and all income from license fees and other expenses incident to said installations to be paid by said licensees shall be included among those accounts and bills receivable which are to be withdrawn from the ownership of said Howard Company prior to this transfer as hereinabove provided. Howard Company, or its present stockholders, as [fol. 16593] the case may be, shall be given a reasonable time to complete the block of ten feeders now under construction if it or they so desire and to use said ten feeders and five (5) of a previous block constructed by said Howard Company, in such installations as provided for in the last preceding section hereof; all feeders, parts of feeders and stock relating thereto on hand with Howard Company after July 15, 1922 and after said installations as provided for, shall be taken over by the Fairmont Company at cost price; Provided: that the Fairmont Company shall be required so to take over only such feeder parts and stock as are "live" and not obsolete, and to pay not over Five Thousand (5,000) Dollars in all for such parts and stock.

Section 24. It is the intention of all parties hereto that the existing licensees of Howard Company shall be given fair and equitable treatment under this Agreement. The Fairmont and Hartford Companies (hereafter referred to as the two companies) therefore agree that they will license such existing Howard licensees to use under the now existing Hartford patents, the Howard feeders now installed, under their respective outstanding Howard licenses or contracted for, or under option, as above speci-

fied, including repairs and maintenance thereof, so long as such Howard licensees shall pay and continue to pay the same rates of royalties on ware of over five (5) ounces in weight which are now paid and contracted for by the licensees of the Fairmont Company for the use of its feeders upon similar types of ware, which rates are as follows:

[fol. 16594]

Royalty Rates on Bottles (excepting milk bottles)	Per Gross
Over 5 oz. weight and not exceeding 10 oz. weight	10 cents
Over 10 oz. weight and not exceeding 13 oz. weight	11 cents
Over 13 oz. weight and not exceeding 16 oz. weight	12 cents
Over 16 oz. weight and not exceeding 20 oz. weight	13 cents
Over 20 oz. weight and not exceeding 26 oz. weight	15 cents
Over 26 oz. weight and not exceeding 31 oz. weight	17 cents
Over 31 oz. weight and not exceeding 36 oz. weight	19 cents
Over 36 oz. weight and not exceeding 40 oz. weight	23 cents

The weights above specified are the weights of the finished articles.

On Milk Bottles

	Per Gross
On quart milk bottles	20 cents
On pint milk bottles	15 cents
On one-half pint milk bottles	12 cents
On one-quarter pint milk bottles	10 cents

Provided

(a) That nothing herein shall require either of the two companies to give any licenses or grant any rights inconsistent with or contrary to the provisions of certain contracts of the two companies now existing with the Thatcher Manufacturing Company, the Hocking Glass Company, Monongah Glass Company and the Corning Glass Works, except that such last named contract shall not prevent or excuse the two companies from granting such license to the Gayner Glass Works for the use of such Howard feeder for ordinary battery jars made from ordinary lime glass. It is understood that one of the contracts with the Corning Glass Works above referred to may not at the date of [fol. 16595] execution of this agreement, have been formally executed, but that it is already in printed form, designated as "An Agreement Relating to Patent Rights and Formulas," and appears as Schedule C in a certain Agreement for Formation of Hartford-Empire Company, and in such form has been verbally agreed to by the parties therein set forth.

(b) That such licenses so granted to Howard licensees shall be similar respectively in form to that under which the given Howard licensee is now using the Howard feeder.

(c) The words "Hartford patents" used herein shall be construed to mean all patents now owned or controlled by either of the two companies, and all patents hereafter issued upon applications now so owned or controlled in as far as they relate to the said present Howard Feeder.

(d) In case the Berney-Bond Company shall at any time refuse to pay the royalty rates and accept the license above referred to from the two companies and the two companies or either of them shall have occasion to sue said Berney-Bond Company, alleging that it is an infringer of such Hartford patents, it is recognized that equity requires that the defenses available to said Berney-Bond Company shall then be as good as they would have been had this entire agreement never been made and that in the event of such suit the patent position of the Berney-Bond Company shall not have been prejudiced by this Agreement.

[fol. 16596] It might, therefore, under such circumstances, be necessary to determine in advance of such suit what claims in the said Hartford patents were, at the date of this Agreement, and under the principles and rules of the United States Patent Office in interference proceedings properly the property of, or justly claimable in the said patents by either of the two companies as distinguished from the claims therein which were then so the property of or justly claimable by the Howard Company. This question, in the event of such a suit or in prospect of such suit, shall for the purpose of applying this section to the case of the Berney-Bond Company, be determined finally by arbitration. Such arbitration shall be accomplished through a Board of three arbitrators, one of whom shall be named by the two companies; one by the Berney-Bond Glass Company and the third by the first two named. If either side shall not duly name its arbitrator, the other side shall also name such arbitrator, and the third shall be named by the first two. Any decision of a majority of such board upon the matters hereby referable to such Board, shall be final. Either side may name a new arbitrator for its side to act upon any new question not already referred to such a Board, and in that case the third arbitrator for such new question shall be named by the other two.

(e) No obligation or duty is imposed by this Agreement upon the said two companies or either of them to grant to said Berney-Bond Glass Company any license or right under [fol. 16597] said Hartford patents, for the use of such Howard feeders exceeding a total of sixteen (16) feeders in number.

The two companies, or either of them, shall have the further right to impose upon the Berney-Bond Glass Company as a condition of granting and maintaining such licenses to that company under the Hartford patents, the provision that such licenses or any of them shall be non-assignable by the Berney-Bond Company; and such restriction upon assignability may be complete or partial as the said two companies may in their discretion desire.

Section 25. It is agreed that upon request of the Beech-Nut Company, made at any time after the transfer of not less than One Hundred and Fifty (150) shares of stock of the Howard Company to the Beech-Nut Company, all of the present directors and officers of the Howard Company who shall become parties to this Agreement, or such of them as may be specified in such request, will thereupon resign as such directors and officers.

In Witness Whereof The parties hereto have hereunto and to a duplicate hereof set their names and seals the day and year first above written, the Beech-Nut Packing Company acting herein by Bartlett Arkell its President: the [fol. 16598] Hartford-Fairmont Company by F. Goodwin Smith, its Vice President: and the Howard Automatic Glass Feeder Company by Frank E. Troutman its President all hereunto duly authorized.

In presence of:	Beech-Nut Packing Company
Herbert Knox Smith	By Bartlett Arkell its President
	Hartford-Fairmont Company
Herbert Knox Smith F. G. Kemp	By F. Goodwin Smith its Vice-Pres't
	Howard Automatic Glass Feeder Company
Cora M. Gemperle	By Frank E. Troutman its President

[fol. 16599]

In presence of Margaret N. Heard P. W. Ruff	George E. Howard
Cora M. Gemperle J. F. Black	Jean Campbell Howard
Cora M. Gemperle Hazel M. Benton	T. W. Phillips, Jr.
Cora M. Gemperle Hazel M. Benton	B. D. Phillips
Margaret N. Heard P. W. Ruff	Georgia Heard Hamilton
Cora M. Gemperle J. F. Black	Frank E. Troutman
Cora M. Gemperle J. F. Black	Chas. H. Christie
Elsa Hammer J. M. Mellon	Albert G. Hamilton

[fol. 16600]

In presence of Cora M. Gemperle J. F. Black	James O. Campbell
Cora M. Gemperle J. F. Black	Charles A. McElvain
Cora M. Gemperle J. F. Black	Juliette E. Campbell
Cora M. Gemperle J. F. Black	Ben F. Hazelton
Pearl M. Dougherty J. F. Black	Clinton S. Budd
Hazel M. Benton Cora M. Gemperle Herbert Knox Smith	F. V. Kesselman John C. Sutton

by James O. Campbell
his Attorney in Fact

[fol. 16601] STATE OF CONNECTICUT,
County of Hartford, ss:

On this 14th day of July 1922 before me personally came F. Goodwin Smith, to me known, who being by me duly sworn, did depose and say that he resides in the Town of West Hartford, Connecticut, and that he is the Vice President of the Hartford-Fairmont Company, one of the corporations described in and which executed the foregoing

Agreement; and that he executed the same in behalf of the said corporation and affixed the seal of said corporation thereto by order of the Board of Directors of said corporation and that he knows the said seal so affixed to be the seal of said corporation.

Herbert Knox Smith, Notary Public. (Seal.)

[fol. 16602] STATE OF CONNECTICUT,
County of Hartford, ss:

On this 14th day of July 1922 before me personally came Bartlett Arkell to me known, who being by me duly sworn did depose and say that he resides in New York City, N. Y., and that he is the President of the Beech-Nut Packing Company, one of the corporations described in and which executed the foregoing Agreement; and that he executed the same on behalf of the said corporation and affixed the seal of said corporation thereto by order of the Board of Directors of said corporation; and that he knows the said seal so affixed to be the seal of said corporation.

Herbert Knox Smith, Notary Public. (Seal.)

[fol. 16603] STATE OF PENNSYLVANIA,
County of Butler, ss:

On this 22 day of July 1922 before me personally came Frank E. Troutman to me known, who being by me duly sworn did depose and say that he resides in Butler, Pa. and that he is the President of the Howard Automatic Glass Feeder Company, one of the corporations described in and which executed the foregoing Agreement; and that he executed the same on behalf of the said corporation and affixed the seal of said corporation thereto by order of the Board of Directors of said corporation; and that he knows the said seal so affixed to be the seal of said corporation.

Alfred J. Gumppes, Notary Public. (Seal.) My Commission Expires Mar. 3rd, 1923.

(Follow 2 Photolithographs Side Folios 16604-16605)

Know all Men by these Presents,

That I, JOHN C. SUTTON of New Brighton, Pennsylvania,

have made, constituted and appointed, and by these presents do make, constitute and appoint JAMES O. CAMPBELL of Butler, Pennsylvania, my

true and lawful attorney for me *and in* my *name, place and stead to* sign, execute, acknowledge and deliver a certain "Agreement for purchase of stock of Howard Automatic Glass Feeder Company", dated June 23, 1922, containing twenty-five (25) Sections and accompanied by three (3) Schedules as follows:

Schedule "A": Standard form of license contract of Howard Automatic Glass Feeder Company:

Schedule "B": Provision governing the preferred stock of the Hartford-Empire Company:

Schedule of Exceptions:

Giving and granting unto **my** *said attorney , full power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as* **I** *might or could do, if personally present, hereby ratifying and confirming all that* **my** *said attorney , or* **his** *substitute or substitutes shall lawfully do or cause to be done therein by virtue of these presents.*

In Witness Whereof, **I** *have hereunto set* **my** *hand and seal the* **nineteenth** *day of* **August,** *in the year of our Lord one thousand nine hundred and* **twenty-two.**

Signed, Sealed and Delivered in the Presence

John G Dutton SEAL

SEAL

SEAL

16604

8682A

State of

County of BUTLER } ss.

On this 24th day of August, , 1922 ,
personally appeared before me, the undersigned, a Notary Public, in and for said county and State, JOHN C. SUTTON

to me personally known to be the person whose name is subscribed to and who executed the above and foregoing power of attorney and who, being duly sworn upon his oath , acknowledged the same to be his voluntary act and deed for the uses and purposes therein mentioned.

Notary Public.

My commission expires

Power of Attorney

JOHN C. SUTTON

To

JAMES O. CAMPBELL

F. V. Campbell
James O. Campbell
Attorneys at Law
Butler, Pa.

112898

[fol. 16606] SCHEDULE 'A'

Standard Form of License Contract of Howard Automatic Feeder Company

[fol. 16607] This agreement made and entered into in duplicate this day of — A. D., 1922, by and between the Howard Automatic Glass Feeder Company, a corporation chartered under the laws of the State of Pennsylvania, hereinafter called Licensor, party of the first part, and hereinafter called Licensee, party of the second part:

Witnesseth, that whereas, Licensor is the owner of a device or method for automatically gathering and delivering molten glass for use in the manufacture of glass bottles and hollow glass ware, hereinafter called Feeder; the same being described and claimed in those certain Letters Patent, issued by the United States, to wit: No. 1,138,110 and No. 1,138,111, both of which were issued May 4, 1915, to George E. Howard; also No. 1,231,610 issued July 3, 1917, to George E. Howard; also No. 1,255,884 issued February 12, 1918, to George E. Howard; also applications for patents now pending covering "Feeder" as hereinafter described: first party now holds all rights and interests hereinafter specified.

The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole for the purpose of gathering a solid lump of molten glass, giving it the proper shape and temperature and then cutting off the lump of glass from parent body of glass and thereafter passing it to a mould for pressing, blowing or other fabrication, but does not include or apply to devices or methods for fabricating the severed lump or gather, or to any combined process where delivery and fabrication are simultaneous, and includes said mechanism as shown by draft and specifications hereto attached.

[fol. 16608] And whereas, said second party is desirous of acquiring the right to use said device:

Now therefore this agreement witnesseth: That for and in consideration of the sum of One ($1.00) Dollar, lawful money of the United States of America, the receipt of which is hereby acknowledged, and the complete performance and observance by Licensee of all the conditions, agreements, covenants, terms and stipulations to be per-

formed, observed or done by Licensee, the said parties hereto agree as follows:

1. License: The Licensor hereby doth remise and grant to the Licensee, for the term hereinafter stated, a non-exclusive license to use in and throughout that part of the United States of America, situated on the Continent of North America, excluding Alaska and the Panama Canal Zone, but not elsewhere * * * Feeder for the purpose of the manufacture of glass bottles and hollow glassware, subject to the limitations herein contained.

This license is concurrent, Licensor reserving to itself, its successors or assigns, or its Licensees, the right to use, license or otherwise dispose of the aforesaid device or method.

2. Limitations as to capacity and ware: The rights to the use of said Feeder as herein granted shall exclude the right to its use in the manufacture of milk bottles, the exclusive use of said Feeder in the manufacture of milk bottles having been heretofore granted, also shall exclude the right to its use in the manufacture of all containers of five gallon and upward in capacity and all styles and sizes of glass battery jars or glass battery containers; also shall exclude the right to its use in the manufacture of electric lamp bulbs.

[fol. 16609] 3. Term: So long as each and all the conditions, agreements, covenants, terms and stipulations in this Agreement contained, on part of Licensee to be performed, fulfilled and observed shall be by it completely performed, fulfilled and observed, this license shall be and remain in full force and effect throughout the full term of any and all Letters Patent of the United States, issued and to be issued for improvements and inventions now or hereafter embodied or contained in Feeder, as hereinabove described, unless the term of license shall be sooner terminated under provisions for cancellation as hereinafter contained.

4. Installation: Licensee hereby purchases from Licensor and Licensor agrees to furnish and install, within a reasonable time, all materials necessary for the installation of said Feeder as the same are shown by the specifications hereto attached.

5. Renewal and replacement of parts: Licensee will purchase from Licensor and Licensor will furnish within a reasonable time, at reasonable prices, not to exceed cost plus 20 per cent., all parts of said Feeders necessary for repairs, renewals and replacements.

6. Failure to deliver: If Licensor should fail to deliver any part or parts of said Feeders, either for original installation or for repairs, replacements or renewals, within six (6) months of the time it is ordered, then, unless such failure is due to the order or process of a Court, Licensee may, at his own expense, make or cause to be made a corresponding number of similar parts. The reasonable cost of said parts so supplied on original installation shall be [fol. 16610] credited to Licensee upon its Licensee Fee.

7. Waiver of certain damages: Licensor shall not be liable for any loss or damage to Licensee resulting from delay in supplying said Feeders or parts thereof, or due to stopping of the installation thereof, or of their operation, by the process or order of any Court, or for damages or profits recovered for infringement of patents.

8. Change in location of feeders: Licensee will, in writing, notify Licensor of any proposed change in the location of any Feeder and of the new location before such change is made, and will forthwith notify Licensor in writing of the new location when such change is completed.

9. Licensee not to change Feeders: Licensee will not, during the term of this license, add to or subtract from any of said Feeders or any mechanism now or hereafter organized or connected therewith by Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the Feeders, or of any mechanism forming a part thereof or attached thereto, nor remove or deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by Licensor.

[fol. 16611] 10. License Fee: Licensee will pay Licensor a license fee, which shall include the cost of said materials and installation thereof, of Twenty-five Hundred ($2,500.00) Dollars for each Feeder so installed, payable as follows:

One Thousand ($1,000.00) Dollars on each Feeder contracted for, on execution of this contract; Five Hundred

($500.00) Dollars on each Feeder upon delivery of materials to Licensee at balance on each Feeder three (3) months after such delivery.

Provided, however, that the title to each of said Feeders shall remain in Licensor throughout the term of this license, and upon failure of Licensee to comply with any of the terms of this license or upon its termination for any cause during said term, the same shall be returned to Licensor, F. O. B. Butler, Pennsylvania, in good order, reasonable wear and tear excepted, but if said license is not terminated before the end of its term, the said Feeder shall become the property of the Licensee. Licensee shall adequately insure the Feeder, for the benefit of Licensor during the term of said license. Licensee shall pay all personal property tax assessed against said Feeder as installed under this contract.

[fol. 16612] 11. Royalties: Licensee shall pay to Licensor, at Licensor's office in Butler, Pennsylvania, or elsewhere, as Licensor may from time to time direct, as royalties for the rights and privileges hereby granted, twenty (20) cents per gross for all ware of one gallon and upwards; twenty (20) cents per gross for all glass ware known and styled as "opal;" and ten (10) cents per gross for all other bottles or hollow glass ware, the same to be based upon each gross of merchantable ware manufactured by Licensee, under this license.

Provided that Licensee shall pay to Licensor at the place above stipulated a minimum royalty based upon one-half of the estimated yearly output of the Feeders herein licensed, as the same conform to the conditions of Licensee's plant, said year to consist of two hundred fifty (250) working days; said estimate being as follows:— Thirteen Hundred ($1,300.00) Dollars per year for each Feeder licensed hereunder; the minimum royalty payable hereunder for the first year being one half of Thirteen Hundred ($1,300.00) Dollars, or Six Hundred Fifty ($650.00) Dollars.

Said estimate to be subject to change as the actual output is determined by reports filed from year to year, except that the amount to be paid as a minimum royalty shall never be less than Six Hundred Fifty ($650.00) Dollars per year.

Said minimum royalty to be subject to reasonable credits in case of strike or fires, or floods or other unavoid-

able casualty, entailing a shut-down of over thirty (30) consecutive days.

Said royalty upon the ware from each Feeder shall commence two (2) months after completion of installation.

[fol. 16613] 12. Payment of Royalties: The royalties herein stipulated shall be paid quarterly on the 10th day of each January, April, July and October, for the product of the quarter ending with the last preceding calendar month. The installments payable on the fourth quarterly payment date after royalties become due hereunder and the installment payable at each yearly payment date thereafter shall not be less than sufficient to make the aggregate payments of such royalties for the period of one year then expired the minimum sum hereinbefore specified.

13. Royalties Not Apportionable: While this license is granted under several Letters Patent, the royalties hereunder are not apportionable, and so long as this license shall remain in effect, Licensee shall pay to the Licensor the full amounts of the royalties herein specified.

14. License to Keep Books and Records: Licensee will keep proper and suitable books and records, showing accurately and fully the length of time each Feeder operates each day, and the number, kind and capacity of bottles produced thereon. All such books and records of Licensee pertaining to the manufacture, sale or other disposal of glass bottles and hollow glass ware at all times shall be open to the inspection of any officer or authorised agent of Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

[fol. 16614] 15. Statements of Operation by Licensee: Licensee will render to Licensor, at its office in Butler, Pa., weekly, a statement or statements, showing the number, kind and capacity of all glass bottles and hollow glass ware manufacured by Licensee, on the preceding week, by each Feeder furnished hereunder, and shall render to Licensor at the same place, on or before the 10th day of each January, April, July and October, a statement or statements showing the number, kind and capacity of all bottles manufactured by Licensee during the quarter ending with the preceding calendar month, by each Feeder furnished hereunder.

16. Right to Witness Operations: Licensee grants to Licensor the right by its officers or agents, together with prospective licensees, to enter the plant or plants of Licensee and to witness the operation of said Feeders. The right herein granted does not include the observation of any part of said plant or any process used therein, other than occupied by and used in the operation of said Feeders.

17. Suits for Infringement: Licensee will immediately give notice to Licensor of any and all claims and suits for infringement because of the use of said Feeders which may be made or brought against Licensee or against any officer, employee or other person or corporation acting under orders or permission derived from it, and will permit Licensor to assume and conduct the defense of such suits.

[fol. 16615] 18. Infringements of Patents: Licensee will immediately notify Licensor of any and all infringements of any Letters Patent under which a license hereby is, or pursuant to the provisions hereof, shall be granted, which shall come to its knowledge.

19. Validity of Patents Acknowledged: Licensee hereby acknowledges the validity of the issued and to be issued patents now belonging to or hereafter acquired by said Licensor, during the full term of each of such patents.

20. Patents Deemed Valid: No patent under or in respect of which a license hereby is, or is intended *intended* or agreed to be granted, shall be deemed invalid unless and until finally so adjudicated in an action or suit in which the Licensor shall have been duly made a party, or shall have had due and proper opportunity to conduct the prosecution or defense, as the case may be, in and by the court of last resort, to which such action shall be taken by appeal or otherwise.

21. Licensee to Assign Patents: Licensee will promptly and fully, as it shall learn thereof, disclose to Licensor all inventions, improvements or discoveries relating to said Feeder, or that would or might tend to effect the commercial status of the same, and Licensor shall have the right to examine, develop and experiment therewith. At the [fol. 16616] election and expense of Licensor, Licensee will, from time to time cause applications for patents of the United States and Foreign Countries to be made therefor

and to be assigned to Licensor. All such inventions and patents shall thereupon be included within the terms of this license, provided that if Licensor shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if, after any such application shall have been made, it shall abandon the same, then and in every such case Licensor shall be deemed to have declined the same, and the same shall belong to Licensee, without any claim of the Licensor thereto.

22. Licensee's Employees to Assign Patents: Licensee will, upon being supplied by Licensor with proper blanks therefor, use its best efforts to have each and every employee of said Licensee execute, in consideration of his employment, a contract to the effect that any and all improvements upon or of any of the inventions in respect of which this license is granted and any and all inventions, improvements and discoveries tending or intended to accomplish, in whole or in part, made or invented during the period of his employment, and all improvements thereof, shall be the property of Licensor and shall be promptly submitted to Licensor, which shall have the option to take and own the same, and that, upon the election by Licensor to take and own the same, such person will, at the expense of Licensor, make application for United States and foreign patents therefor, and assign such applications to Licensor, which shall be the absolute owner thereof. All [fol. 16617] such inventions and patents shall thereupon be included within the terms of this license.

23. Assignability: This license is personal to the Licensee and shall not be assignable by it, except to a person, firm or corporation succeeding to its entire business.

24. Cancellation for Non-Performance: In case of any default, neglect or omission by Licensee, or its successors or assigns, to perform, fulfill and observe any one or more of the conditions, agreements, covenants, terms and stipulations, in this license contained, the Licensor may enforce the same by any lawful proceedings and may also give to the Licensee, or its successors or assigns, written notice of such refusal, neglect or omission, and that, unless the same shall, within three (3) months thereafter be fully

repaired, removed, remedied and made good, all rights of Licensee, its successors and assigns, hereunder, will thereupon entirely cease and determine, and if Licensee, its successors or assigns, shall fail fully to repair, remove, remedy and make good all neglects, refusals or omissions on account of which the notice is given on or before the expiration of said three (3) months, the license hereby granted to Licensee, and all rights hereunder of the Licensee, its successors and assigns, shall at the option of the Licensor, be wholly at an end, and Licensor shall be relieved from all its obligations to Licensee herein, but Licensee, and its successors and assigns, shall not thereby be relieved from the acknowledgment and covenant here- [fol. 16618] inbefore contained of the validity of said patents, nor from any obligation or liability to the Licensor accrued hereunder.

25. Cancellation by Licensee: After three (3) years from date of execution of this license, the Licensee shall have the right to terminate the same by giving to Licensor three (3) months written notice of his intention so to do and by paying all money due to Licensor under this contract; but Licensee, and its successors and assigns, shall not thereby be relieved from the acknowledgment and covenant hereinbefore contained of the validity of said patents, nor from any obligation or liability to the Licensor accrued hereunder.

26. Penalty for Discontinuance of Manufacture: Upon discontinuance of manufacture under this license for a period of six (6) consecutive months, unless such discontinuance be caused by strike, fire, inability of Licensee to obtain raw material, or other causes beyond the control of Licensee, Licensor may, at its option, upon three (3) months notice of its intention to do so, cancel this license with the same force and effect as provided in the next preceding paragraph.

27. Return of Feeders: Upon the revocation or cancellation of this license, from any cause whatsoever, the said Feeders and all mechanism and appliances in connection therewith, shall be released and discharged from this license, and neither the Licensee nor any one claiming [fol. 16619] under it shall have any right to use the same in the manufacture of glassware, and Licensor shall have

the right to take the sole and exclusive possession thereof, and may, by its proper agents, if it exercises such right, enter upon the premises of Licensee and remove such Feeders, and all mechanism and appliances, without being deemed guilty of any trespass or tort.

28. Waiver of Breaches: Any waiver by Licensor, of any breach of any condition, or agreement, covenant, term or stipulation herein contained, shall not be deemed a waiver of, or excuse or permit for, any future or other breach of the same or any other covenant hereof.

29. Subsequent Changes in Rates: Said rates shall be alike for identical items of ware to all Licensees in the United States of America, exclusive of Alaska and the Panama Canal Zone, under licenses and leases similar to this license and lease in so far as a provision of this character shall not be held, by any court of competent jurisdiction, to be unlawful, and except those licenses based upon agreements hereinbefore entered into by Licensor in which the development of patents affected the consideration.

Provided that, if at any time hereafter during the life of this license, the Licensor enters into a license or lease containing changes in the royalty as fixed in this license, the Licensor shall notify Licensee herein of such changes and Licensee shall within three (3) months of the time of such notification elect to amend this license agreement to conform to said changes or to continue this license as then [fol. 16620] constituted. If Licensee elects to make such change it must notify Licensor in writing within the said three (3) months period. If Licensee fails to so notify Licensor, it is estopped from raising any objection to such changes or from thereafter profiting by the same.

30. Invalidity of Any Term: If at the instance of any person, other than Licensor, any covenant, term or condition hereof shall be, by any Court or other competent authority, having power or jurisdiction so to do, declared void or unenforceable, Licensor shall have the option, during one (1) month thereafter, to declare the whole agreement cancelled, whereupon all rights of the Licensee hereunder shall forthwith cease and determine or to retain and continue in full effect this agreement in all its covenants, terms and conditions, except the covenants, terms and conditions so declared void or unenforceable.

31. Covenants Binding on Successors and Assigns: All the conditions, agreements, covenants, terms and stipulations of this license shall inure to the benefit of, and be binding upon, the successors and assigns of the several parties hereto, respectively, and upon all others lawfully deriving rights or authorities from, through or under any of them, subject, nevertheless, to all the conditions, agreements, covenants, terms, stipulations and reservations herein specified.

[fol. 16621] In witness whereof said Licensor has caused its corporate name and seal to be hereunto signed and affixed by its President and Secretary; said Licensee has hereunto caused its corporate name and seal to be hereunto signed and affixed by its President and Secretary; all on the day and year first above written.

Howard Automatic Glass Feeder Company. By ——— ———, President. (Seal.)

Attest:

——— ———, Secretary.

——— ———. By ——— ———, President. (Seal.)

Attest:

——— ———, Secretary.

[fol. 16622] SCHEDULE B

Provisions Governing the Preferred Stock of the Hartford-Empire Company

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[fol. 16623] SCHEDULE B

Provisions Governing the Preferred Stock of the Hartford-Empire Company

The total number of shares which may be issued by the corporation is *one hundred fifteen thousand* (115,000).

Of the said shares *fifteen thousand* (15,000) shall be preferred stock of the par value of *one hundred* (100) *dollars* and *one hundred thousand* (100,000) shares shall be common stock which shall have no nominal or par value.

The corporation will commence business with *ten* (10) shares of common stock.

Such preferred stock shall be entitled to preference and priority over the common stock, and be subject to restriction of voting rights, as follows:

To cumulative preferential dividends out of the net surplus or profits, payable at such intervals not less frequent than semi-annual, as shall be determined by the directors at the time of its issue, beginning in the first half year after such issue, at the rate of *eight* (8) per cent, per annum and no more.

[fol. 16624] After all dividends accrued on the preferred stock have been paid or declared, the corporation shall, out of the balance of the net profits or surplus, or out of other funds available therefor, create and maintain a preferred stock sinking fund. Before the payment of any dividend upon the common stock, it shall, at any time when the total amount of preferred stock outstanding exceeds Five Hundred Thousand (500,000) Dollars, pay into said sinking fund an amount equal to one-half (½) of such dividend upon such common stock, and at any time when such outstanding total of preferred stock is Five Hundred Thousand (500,000) Dollars or less, it shall pay into said sinking fund a sum equal to one-quarter (¼) of such dividend upon the common stock. Within seven months after the close of the fiscal year the corporation shall apply said fund as may be determined by the directors either to the purchase in the open market of preferred stock at not over the then effective call price set forth below, or to the calling of preferred stock under the call provisions set forth below.

After all dividends accrued on the preferred stock shall have been paid, and all accrued sinking fund installments have been set aside, but not otherwise, dividends upon the [fol. 16625] common stock may be declared and paid by the directors out of the balance of the net profits or surplus. The directors may fix and vary the amounts to be reserved from profits or surplus before payment of dividends.

The preferred stock shall also be preferred as to principal in case of liquidation or dissolution, to the extent that the holders of said preferred stock shall receive *One Hundred* (100) *Dollars* per share, plus dividends accrued to the date of payment and all accumulated dividends, if any, before any payment is made upon the common stock, and thereafter the remaining assets shall be distributed among the holders of the common stock alone.

All or any part of the preferred stock may be purchased by the corporation at any time at less than the current call price, if so purchasable, or may be called for purchase and redemption by the directors on any dividend day, by paying or tendering for stock so called the following call prices:

Before the end of the fiscal year in which the stock was issued, par; before the end of the next (second) year, *One Hundred and One* (101) *Dollars* per share; before the end of the third year, *One Hundred and Two* (102) *Dollars* [fols. 16626-16629] per share; before the end of the fourth year, *One Hundred and Three* (103) *Dollars* per share; before the end of the fifth year, *One Hundred and Four* (104) *Dollars* per share; at any time thereafter, *One Hundred and Five* (105) *Dollars* per share, together in any case with all accrued and accumulated dividends. The selection of the shares to be called shall be by lot, and the method of drawing lots and notices of calling and of providing for making of payment, shall rest in the discretion of the directors.

The holders of said preferred stock shall not, by virtue of such holding of such stock, have any voting power, except in cases where required by law for the validity of corporate action, and, subject to such exception, the voting power upon stock shall be vested exclusively in the holders of the common stock.

No right to subscribe for or to take any stock, whether preferred or common, issued at any time by said corporation shall vest in or accrue to any stockholder by virtue of or in respect to any preferred stock held by him. All or any part of the authorized common stock or preferred stock may be issued by the corporation from time to time for such consideration as may be fixed from time to time by the board of directors.

[fol. 16630] SCHEDULE OF EXCEPTIONS

[fol. 16631] This License same as Standard License Forms submitted, exceptions being as follows:

Date: March 1, 1921.

Name: Acme Glass Company, a corporation chartered under laws of the State of New York.

First page, second paragraph, line 10, after "pending" cancel—"covering 'Feeder' as hereinafter described".

First page, third paragraph, cancel, and substitute following:

"The term 'Feeder' as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached."

1. License: Line 5, after "elsewhere" insert "one (1)".

3. Term: Line 8, after "Feeder", cancel "as hereinabove described".

10. License Fee: Add "Olean, New York" at end of line 8.

[fol. 16632] This License same as Standard License Forms submitted, with following exceptions:

Date: September 21, 1920.

Name: Gayner Glass Works, a corporation chartered under laws of State of New Jersey.

First page, paragraph 2, line 10, after "pending" cancel—"covering 'Feeder' as hereinafter described."

First page, cancel third paragraph and substitute following:

"The term 'Feeder' as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached."

Second page, second paragraph, line 6, after "by" insert "Gayner Glass Works, said".

1. License: Cancel, and substitute following:

"The Licensor hereby doth remise and grant to the Licensee, for the term hereinafter stated, an exclusive license to use in and throughout that part of the United States of America, situated on the Continent of North America, excluding Alaska and the Panama Canal Zone, but not elsewhere, — Feeders, for the purpose of the manufacture of glass bottles, glass containers and hollow glass ware of five (5) gallon and upward in capacity and all styles and sizes of glass battery jars and glass battery containers and not otherwise, subject to the limitations herein contained."

[fol. 16633] 2. Limitations as to Capacity and Ware: Cancel this paragraph and substitute the following:

"The rights to the use of said Feeder as herein granted shall exclude the right to its use in the manufacture of milk bottles, the exclusive use of said Feeder in the manufacture of milk bottles having been heretofore granted; and shall exclude the right to its use in the manufacture of all bottles and hollow glass ware except said bottles and containers of five-gallon capacity and upward and of glass battery jars and glass battery containers."

3. Term: Line 8, after "Feeder" cancel "as hereinabove described".

4. Installation: Cancel this paragraph.

5. Renewal and Replacement of Parts: Cancel this paragraph.

6. Failure to Deliver: Cancel this paragraph.

7. Waiver of Certain Damages: Change this number to "4".

8. Change in Location of Feeders: Change this number to "5".

9. Licensee Not to Change Feeders: Change this number to "6".

[fol. 16634] 10. License Fee: Cancel, and substitute the following:

"7. License Fee: Inasmuch as the proposed use of Feeder under this contract is exceptional and outside of the use heretofore made of same, wherefore it will be necessary to construct a special Feeder and make some experiments with same, thus making it necessary for the engineer of this Company to give much time to this work, it is provided, that:

Licensor will build the first Feeder to be installed under this contract; Licensee shall be obligated for the period of one (1) year, should new installation require that length of time, to pay the cost thereof within ten (10) days of the receipt of bills to be rendered therefor, same to be rendered weekly if Licensor so desires; this cost to include the sum of One Hundred ($100.00) Dollars per week and all travel-

ing expenses incurred in connection with the installation and experimentation under this contract, the same to be paid direct to Licensor's engineer, George E. Howard, upon his requisition.

Feeders subsequent to the first may be built by Licensee or by Licensor.

Provided, however, that the title to each of said Feeders shall remain in Licensor throughout the term of this license, and upon failure of Licensee to comply with any of the terms of this license or upon its termination for any cause during said term, the same shall be returned to Licensor, F. O. B. Butler, Penn'a., in good order, reasonable wear and tear excepted, but if said license is not terminated before the end of its term, the said Feeder shall become the property of Licensee. Licensee shall adequately insure the Feeder against fire for the benefit of Licensor during the term of said license. Licensee shall [fol. 16634a] pay all personal property tax assessed against said Feeder as installed under this contract."

Insert the following paragraph:

"8. Joint Use of Gayner Machine and Howard Feeder: Whereas Licensee has developed a blowing machine for use in making battery jars and large ware with which machine it is proposed to operate Feeder: It is hereby agreed that Licensor may handle the sale or license of said machine in countries other than the United States in connection with the sale or license of Feeder when the machine and Feeder are to be used jointly, the royalties, rentals or other pecuniary or valuable consideration received from machines and Feeders so installed to be divided equally between Licensor and Licensee. This clause not to be construed to in any way limit the right of Licensor to dispose of its Feeder by sale, license or otherwise apart from said machine; or of Licensee to dispose of its machine by sale, license or otherwise apart from said Feeder."

11. Royalties: Cancel, and substitute the following:

"9. Royalties: Licensee shall pay to Licensor, at Licensor's office in Butler, Pa., or elsewhere, as Licensor may from time to time direct, as royalties for the rights and privileges hereby granted, one and one-half (1½) cents for each container, the right to manufacture which

is herein granted, the same to be based upon merchantable ware manufactured by Licensee, under this license.

Provided that no minimum royalty shall be paid during the first year from the date of this agreement, but Licensee shall pay to Licensor at the place above stipulated a minimum royalty of Twelve Thousand ($12,000.00) Dollars for the second year and Twenty Thousand ($20,000.00) Dollars per year thereafter.

[fol. 16634b] Said minimum royalty to be subject to reasonable credits in case of strikes, fires, floods, panics, business depressions or other unavoidable casualty, entailing a shut-down of over sixty (60) consecutive days. The foregoing credits upon the minimum royalty are to be calculated and allowed upon a basis of the months in which operations are closed down. Thus, for instance, if the period be five (5) months, then the credit shall be calculated upon the basis of five-twelfths (5/12) of the minimum royalty as normally calculated and agreed upon; for six (6) months, then the credit shall be calculated upon the basis of one-half (½) of the minimum royalty as normally calculated and agreed upon;—and in the same proportions for lesser or longer periods of closing down.

It is further covenanted and agreed that the royalty of one and one-half cents (1½¢) per bottle, container or battery jar licensed hereunder, shall commence immediately upon the completion of the manufacture thereof as merchantable *wear* of said *wear* as manufactured by the Licensee."

12. Payment of Royalties: Change this number to "10".

13. Royalties Not Apportionable: Change this number to "11".

14. Licensee to Keep Books and Records: Change this number to "12".

15. Statements of Operation by Licensee: Change this number to "13".

16. Right to Witness Operations: Change this number to "14".

[fol. 16634c] 17. Suits for Infringement: Change this number to "15".

18. Infringements of Patents: Change this number to "16".

19. Validity of Patents Acknowledged: Change this number to "17".

20. Patents Deemed Valid: Change this number to "18".

21. Licensee to Assign Patents: Change this number to "19".

22. Licensee's Employees to Assign Patents: Change this number to "20".

23. Assignability: Change this number to "21".

24. Cancellation for Non-Performance: Change this number to "22".

25. Cancellation by Licensee: Change this number to "23".
Line 1, cancel "three (3)" and substitute "one (1)".

26. Penalty for Discontinuance of Manufacture: Change this number to "24".
Line 4, after "material" add—"panics, business depression".

27. Return of Feeders: Change this number to "25".

28. Waiver of Breaches: Change this number to "26". [fol. 16635] Same paragraph: Line 1, fifth word, cancel "of", substitute "or"; same line, last word, cancel "or", substitute "of".

29. Subsequent Changes in Rates: Cancel this paragraph.

30. Invalidity of Any Term: Change this number to "27".

31. Covenants Binding on Successors and Assigns: Change this number to "28".

[fol. 16636] This License same as Standard License Forms submitted with following exceptions:

Date: January 23, 1922.
Name: Gayner Glass Works, a corporation chartered under laws of the State of New Jersey.

1. License: Line 5, after "elsewhere" insert "one (1)".

[fol. 16637] This License same as Standard License Forms submitted, with following exceptions:

Cancel to "1. License" and substitute the following:

"This Agreement made and entered into in duplicate this 10th day of January, A. D. 1920 by and between the Howard Automatic Glass Feeder Company, a corporation chartered under the laws of the State of Pennsylvania, hereinafter called Licensor, party of the first part: and
Glenshaw Glass Company, a Pennsylvania corporation located at Glenshaw, Pennsylvania, hereinafter called Licensee, party of the second part, and Jacob J. Meyer of Glenshaw, Pennsylvania, party of the third part:

Witnesseth, That Whereas, on the 11th day of March 1916, George E. Howard of Butler, Pennsylvania and Frank A. Hamilton of Pittsburgh, Pennsylvania, being the owners of a device or method for automatically gathering and delivering molten glass for use in the manufacture of glass bottles and hollow glass ware, hereinafter referred to as Feeder, entered into an agreement with the party of the third part whereby the party of the third part, acting in his own name but actually on behalf of the party of the second part, agreed to furnish a ringhole at Glenshaw, Pennsylvania together with fuel, molten glass, etc., for the purpose of demonstrating the above mentioned process or method of gathering glass. The said Howard and Hamilton in said agreement of March 11, 1916 as the consideration therein agreed if the said device was successfully demonstrated during the period of the continuance of said demonstration at Glenshaw, Pennsylvania, to grant to said third party the use of said device free of royalty for his then present line of ware to the extent of thirty (30) ringholes.

Whereas said experiment was carried on for a time at the plant of second party under said agreement of March [fol. 16638] 11, 1916 and was then discontinued before it was successfully demonstrated, and said demonstration has been proceeded with at other places from that time to the present.

And Whereas the Licensor is now the owner of said device, the same being described and claimed in those certain Letters Patent, issued by the United States, to-wit No. 1,138,110 and No. 1,138,111 both of which were issued

May 4, 1915 to George E. Howard; also No. 1,231,610 issued July 3, 1917 to George E. Howard; also No. 1,255,884 issued February 12, 1918 to George E. Howard: also applications for patents made and to be made and licenses acquired and to be acquired for said purposes, first party now holds all rights and interests hereinafter specified:

The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached.

And Whereas the said third party has released all claims under said agreement of March 11, 1916, which he might have personally thereunder, in favor of Licensee, the party in whose favor said agreement of March 11, 1916 was made, and Licensee is desirous of acquiring the right to use said device.

Now Therefore This Agreement Witnesseth: That for and in consideration of the installation of Feeders as hereinafter set forth, the said second and third parties hereto agree to release and do hereby release all rights that they have or may have under said agreement of March 11, 1916 as the same would apply to more than twelve (12) Feeders—that is to say they reduce the number of Feeders from enough to take care of the output of thirty (30) ringholes to the number of twelve (12) Feeders, the said twelve (12) Feeders to be installed from time to time under the terms of this agreement as Licensee shall request additional installations from Licensor, provided, however, that Licensee [fol. 16639] does not bind itself to install all of said Feeders but only such number as it shall desire; they also waive all rights which they have or may have to make milk bottles by or through the use of said Feeder and do hereby agree that no Feeder installed under this contract shall be used in the manufacture of milk bottles; and that the right to the manufacture of milk bottles hereby released is released to the Licensor to do with the same whatever Licensor may desire.

This Agreement Further Witnesseth: That for and in consideration of the sum of One ($1.00) Dollar, lawful money of the United States of America, the receipt of which is hereby acknowledged, and the complete performance and

observance by Licensee of all the conditions, agreements, covenants, terms and stipulations to be performed, observed or done by the Glenshaw Glass Company, said Licensee, the said parties hereto agree as follows:"

1. License: Line 5, after "elsewhere" insert "twelve (12)", change "Feeder" to "Feeders".

Line 7, after "contained" add—"Two of said Feeders to be installed at the present time and the balance from time to time as Licensee may desire. Provided that Licensee is free to take all or any part of said twelve (12) Feeders, paying for only such number as are actually installed."

2. Limitations as to Capacity and Ware: Cancel this paragraph and substitute the following:

"The rights to the use of said Feeder as herein granted shall exclude the right to its use in the manufacture of milk bottles, the exclusive use of said Feeder in the manufacture of milk bottles having been heretofore granted."

3. Term: Line 8, after "Feeder" cancel—"as hereinabove described".

[fol. 16640] 10. License Fee: Cancel "License", substitute "Installation". Cancel lines 1 to 10 inclusive, and substitute the following:

"Licensee agrees to pay Licensor for each Feeder, so installed, the sum of One Thousand ($1,000.00) Dollars, plus the time and expenses of such engineers and machinists furnished by Licensor and necessarily engaged in such installation or requested by Licensee. The time of said engineer to be valued at Twenty-five ($25.00) Dollars per day and that of said machinists at Ten ($10.00) Dollars per day.

Said fees payable as follows:

Five Hundred ($500.00) Dollars down before shipment of Feeder; Five Hundred ($500.00) Dollars thirty (30) days after due date of first installment. Money due for time and expenses shall be payable within ten (10) days of receipt of statement thereof."

Same paragraph, cancel last sentence, beginning with "Licensee shall pay" etc.

11. Royalties: Cancel this paragraph.

12. Payment of Royalties: Cancel this paragraph.

13. Royalties Not Apportionable: Cancel this paragraph.
14. Licensee to Keep Books and Records: Cancel this paragraph.
15. Statements of Operation by Licensee: Cancel this paragraph.
16. Right to Witness Operations: Change this number to "11".
17. Suits for Infringement: Change this number to "12".
18. Infringements of Patents: Change this number to "13".
19. Validity of Patents Acknowledged: Change this number to "14".
20. Patents Deemed Valid: Change this number to "15".
21. Licensee to Assign Patents: Change this number to "16".
[fol. 16641] 22. Licensee's Employees to Assign Patents: Change this number to "17".
23. Assignability: Change this number to "18".
24. Cancellation for Non-Performance: Change this number to "19".
25. Cancellation by Licensee: Change this number to "20". First line, cancel "After three (3) years from and substitute "at any time after".
26. Penalty for Discontinuance of Manufacture: Change this number to "21".
27. Return of Feeders: Change this number to "22".
28. Waiver of Breaches: Change this number to "23". Line 1, fifth word, cancel "of", substitute "or". Same line, last word, cancel "or", substitute "of".
29. Subsequent Changes in Rates: Cancel this paragraph.
30. Invalidity of Any Term: Change this number to "24".
31. Covenants Binding on Successors and Assigns: Change this number to "25".

Cancel last paragraph (witness clause) and substitute following:

"In Witness Whereof said Licensor has caused its corporate name and seal to be hereunto signed and affixed by Frank E. Troutman, its President, and James O. Campbell, its Secretary; said Licensee has hereunto caused its corporate name and seal to be hereunto signed and affixed by J. J. Beck, its President, and J. J. Meyer, its Secretary,

and said third party has hereunto set his hand and seal, all on the day and year first above written."

[fol. 16642] This License same as Standard License Forms submitted with following exceptions:

Date: September 14, 1920.

Name: Hygeia Glass Corporation, a New York corporation of Buffalo, New York.

First page, second paragraph, line 10, after "pending" cancel "covering "Feeder" as hereinafter described".

First page, cancel third paragraph and substitute following:

"The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached."

1. License: Line 5, after "elsewhere" add "one (1)".

2. Limitations as to Capacity and Ware: Line 6, after "jars" cancel "or glass battery containers; also shall exclude the right to its use in the manufacture of electric lamp bulbs."

3. Term: Line 8, after "Feeder", cancel "as hereinabove described".

10. License Fee: Add "Lancaster, New York" at end of line 8.

25. Cancellation by Licensee: Line 1, cancel "three (3)", substitute "five (5)".

[fol. 16643] This License same as Standard License Forms submitted, with following exceptions:

Date: February 25, 1921.

Name: Lynchburg Glass Works, Inc., a corporation chartered under laws of Virginia.

First page, second paragraph, line 10, after "pending" cancel "covering "Feeder" as hereinafter described".

First page, cancel third paragraph and substitute following:

"The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and in-

cludes said mechanism as shown by draft and specifications hereto attached."

1. License: Line 5, after "elsewhere" add "two (2)", change "Feeder" to "Feeders".

3. Term: Line 8, after "Feeder" cancel "as hereinabove described".

10. License Fee: Add "Lynchburg, Virginia" at end of line 8.

[fol. 16644] This License same as Standard License Forms submitted, the exceptions being as follows:

Date: June 15, 1922.
Name: The J. E. Marsden Glass Works, Inc., a corporation chartered under the laws of the State of Delaware.

1. License: Cancel and substitute the following:

"The Licensor hereby doth remise and grant to the Licensee, for the term hereinafter stated, a non-exclusive license to use in its manufacturing plant at Ambler, Pennsylvania, but not elsewhere, one (1) Feeder for the purpose of the manufacture of blown glass tumblers, subject to the limitations herein contained.

This license is concurrent, Licensor reserving to itself, its successors or assigns, or its Licensees, the right to use, license or otherwise dispose of the aforesaid device or method."

2. Limitations as to Capacity and Ware: Cancel and substitute the following:

"The rights to the use of said Feeder as herein granted shall exclude the right to its use in the manufacture of milk bottles, all containers of five gallon and upward in capacity, all styles and sizes of glass battery jars or glass battery containers, electric lamp bulbs, and all bottles and hollow glass ware other than blown glass tumblers."

8. Change in Location of Feeders: Line 4, after "completed." add—"This paragraph not to be interpreted as permitting the use of said Feeder outside of Licensee's plant at Ambler, Pennsylvania."

[fol. 16645] 10. License Fee: Add "Ambler, Pa." at end of line 8.

11. Royalties: Cancel lines 1 to 8 inclusive, and substitute the following:

"Licensee shall pay to Licensor, at Licensor's office in Butler, Pennsylvania, or elsewhere, as Licensor may from time to time direct, as royalties for the rights and privileges hereby granted, ten (10) cents per gross for all blown glass tumblers, the same to be based upon each gross of merchantable ware manufactured by Licensee under this license.

Provided that if the total production of blown glass tumblers by Licensee upon Licensor's Feeders in any one (1) year exceeds one hundred fifty thousand (150,000) gross, then in that case the royalty on all the ware so manufactured during said year shall be at the rate of nine (9) cents per gross; and provided also that if the said production exceeds two hundred twenty-five thousand (225,000) gross, then in that case the royalty on all the ware so manufactured during said year shall be at the rate of eight (8) cents per gross; said reduced rates are not to be available until the settlement at the end of the fourth quarter of each year, viz.: the royalty at the end of each quarter is to be paid, as hereinafter provided, at the normal rate of ten (10) cents per gross, and if Licensee is entitled to any deduction because of increased production the same is to be adjusted and credited at the end of the fourth quarter."

14. Licensee to Keep Books and Records: Line 3, cancel "bottles-, substitute "tumblers". Line 5, cancel "glass bottles and hollow glass".

[fol. 16646] 15. Statements of Operation by Licensee: Line 3, cancel "glass bottles and hollow glass". Line 8, cancel "bottles" and substitute "tumblers".

[fol. 16647] This License same as Standard License Forms submitted, exceptions being as follows:

Date: March 1, 1921.

Name: Maryland Glass Corporation, a corporation chartered under laws of the State of Maryland.

First page, second paragraph, line 10, after "pending" cancel—"covering "Feeder" as hereinafter described".

First page, cancel third paragraph and substitute following:

"The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached."

1. License: Line 5, after "elsewhere" insert "one (1)".

3. Term: Line 8, after "Feeder" cancel "as hereinabove described".

10. License Fee: Add "Baltimore, Md." at end of line 8.

[fol. 16648] This License same as Standard License Forms submitted, the exceptions being as follows:

Date: February 17, 1921.

Name: Worth Wheeling Glass Bottle Company, a corporation chartered under laws of State of West Virginia.

First page, second paragraph, line 10, after "pending" cancel "covering "Feeder" as hereinafter described". First page, cancel third paragraph and substitute following:

"The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached."

1. License: Line 5, after "elsewhere" insert "four (4)" and change "Feeder" to "Feeders".

3. Term: Line 8, after "Feeder" cancel "as hereinabove described,".

10. License Fee: Add "Wheeling, West Va." at end of line 8.

[fol. 16649] This License same as Standard License Forms submitted, with following exceptions.

Date: May 10, 1922.

Name: Pacific Coast Glass Works, a corporation.

1. License: Line 5, after "elsewhere", insert "four (4)", change "Feeder" to "Feeders".

[fol. 16650] This License same as Standard License Forms submitted, exceptions being as follows:

Date: August 3, 1920.
Name: Pierce Glass Company, a corporation chartered under the laws of the State of New York.

Page 1, second paragraph, line 10, after "pending", cancel—"covering "Feeder" as hereinafter described".

Page 1, cancel third paragraph and substitute following: "The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached."

1. License: Line 5, after "elsewhere" insert "four (4)" and change "Feeder" to "Feeders".

2. Limitations as to Capacity and Ware: Line 6, after "jars", cancel balance of paragraph.

3. Term: Line 8, after "Feeder" cancel "as hereinabove described".

10. License Fee: Cancel lines 1 to 10 inclusive, and substitute the following: "Licensee will pay Licensor a license fee, which shall include the cost of said materials, of Two Thousand ($2,000.00) Dollars, for each Feeder, so installed, payable as follows:

One-half on execution of this contract and balance upon delivery of materials to Licensee at Port Allegany, Penna. [fol. 16651] Feeder to be installed by Licensee. Licensor will furnish necessary supervision of such installation upon request of Licensee, in which case Licensee agrees to pay Licensor the necessary expenses of machinist and engineer furnishd by Licensor, and time of engineer at Twenty ($20.00) Dollars per day, and time of machinist at Ten ($10.00) Dollars per day while so employed."

25. Cancellation by Licensee: Line 1, cancel "three (3)" and substitute "five (5)".

29. Subsequent Changes in Rates: Second paragraph, lines 3, after "royalty" insert "rates".

Last page, cancel Witness clause and substitute the following:

"In Witness Whereof said Licensor has caused its corporate name and seal to be hereunto signed and affixed by Frank E. Troutman, its President, and James O. Campbell, its Secretary; said Licensee has hereunto caused its corporate name and seal to be hereunto signed and affixed by V. M. Pierce, its President, and Chas. G. Herger, its Secretary, all on the day and year first above written."

[fol. 16652] This License same as Standard License Forms submitted, with following exceptions:

Date: August 16, 1920.

Name: Turner Brothers Company, an Indiana corporation.

Page 1, Paragraph 2, line 10, after "pending" cancel "covering "Feeder" as hereinafter described".

Page 1, cancel third paragraph, and substitute following:

"The term "Feeder" as hereinafter used refers to the above stated device or methods as the same is applied through certain mechanism to a separate ringhole, and includes said mechanism as shown by draft and specifications hereto attached."

1. License: Line 5, after "elsewhere" insert "four (4)" and change "Feeder" to "Feeders".

2. Limitations as to Capacity and Ware: Line 6, after "jars", cancel balance of paragraph.

3. Term: Line 8, after "Feeder", cancel "as hereinabove described".

4. Installation: Cancel this paragraph, and substitute following:

"Licensee hereby purchases from Licensor and Licensor agrees to furnish within a reasonable time, all materials necessary for the installation of said Feeder as the same are shown by the specifications hereto attached, and to install the same complete."

[fol. 16653] 10. License Fee: Add "Terre Haute, Indiana" at end of line 8. Cancel lines 9 and 10, and substitute the following:

"Five Hundred ($500.00) Dollars on each Feeder six (6) months after such delivery; Balance twelve (12) months after delivery."

22. Licensee's Employees to Assign Patents: Line 7, after "part", insert "the same results". Same paragraph, last line, after "license", add "without payment of additional royalty".

25. Cancellation by Licensee: Line 1, cancel "three (3)" and substitute "five (5)".

Cancel last paragraph (witness clause) and substitute the following:

"In Witness Whereof said Licensor has caused its corporate name and seal to be hereunto signed and affixed by Charles A. McElvain, its Vice President, and James O. Campbell, its Secretary; said Licensee has hereunto caused its corporate name and seal to be hereunto signed and affixed by its President, and its Secretary, all on the day and year first above written."

[fol. 16654] This License same as Standard License Forms submitted, with following exceptions:

Date: November 26, 1919.

Name: West Ham Bottle Company Limited, of 35 Ely Place, London, E. C. England.

First page, cancel second paragraph, and substitute following:

"Witnesseth, That Whereas, Licensor is the owner of a device or method for automatically gathering and delivering molten glass for use in the manufacture of glass bottles and hollow glass ware, hereinafter called Feeders; the same being described and claimed in those certain Letters Patent, issued by the United Kingdom of Great Britain, and Ireland and Isle of Man, to-wit, No. 120,744 and No. 122,258, the first of which was issued August 10, 1917 to George E. Howard; the second issued January 21, 1918 to George E. Howard; also applications for patents made and to be made and licenses acquired and to be acquired for said purposes, first party now holds all rights and interests hereinafter specified:"

First page, cancel third paragraph and substitute following:

"The term "Feeder" as hereinafter used refers to the above stated device or method as the same is applied

through certain mechanism to a separate ring hole, and includes said mechanism as shown by draft and specifications hereto attached."

Second page, first paragraph, after last word "device" add—"in the United Kingdom of Great Britain and Ireland and Isle of Man."

Second page, second paragraph, line 6, after "by" insert "the said West Ham Bottle Company Limited, said".

[fol. 16655] 1. License: Line 3, after "throughout", cancel—"that part of the United States of America, situated on the Continent of North America, excluding Alaska and the Panama Canal Zone, but not elsewhere", and substitute —"the United Kingdom of Great Britain, Ireland and Isle of Man, but not elsewhere, One".

2. Limitations as to Capacity and Ware: Cancel this paragraph.

3. Term: Change this number to "2".

Line 5, after "effect" cancel—"throughout the full term of any and all Letters Patent of the United States, issued and to be issued for improvements and inventions now or hereafter embodied or contained in Feeder, as hereinabove described", and substitute—"for the full period of nine (9) months from the delivery of the Feeder F. O. B. London".

4. Installation: Change this number to "3".

5. Renewal and Replacement of Parts: Change this number to "4". Line 3, after "cent." insert "F. O. B. Butler, Pennsylvania".

6. Failure to Deliver: Change this number to "5".

7. Waiver of Certain Damages: Change this number to "6".

8. Change in Location of Feeders: Change this number to "7".

9. Licensee not to Change Feeders: Change this number to "8".

10. License Fee: Change this number to "9". Cancel lines 1 to 10 inclusive, and substitute following:

"Licensee will pay Licensor a license fee, which shall include the cost of said materials F. O. B. London, England,

of Twenty-five Hundred ($2500.00) Dollars for each Feeder, so installed, payable as follows:

[fol. 16656] One-fourth down on execution of this agreement;

One-fourth upon delivery of materials for Feeder in London, England;

One-fourth six (6) months from such time of delivery;

One-fourth twelve (12) months from such time of delivery."

Last paragraph, line 5, after "Pennsylvania", insert "U. S. A."

Same paragraph, cancel last sentence, beginning with "Licensee shall pay" etc.

11. Royalties: Change this number to "10". Line 2, after "Pennsylvania" insert "U. S. A."

Fourth paragraph, line 2, change "strike" to "strikes".

Cancel last paragraph and substitute following:

"Said royalty upon the ware from each Feeder shall commence three (3) months after delivery of Feeder F. O. B. London."

12. Payment of Royalties: Change this number to "11".

13. Royalties not Apportionable: Change this number to "12".

14. Licensee to Keep Books and Records: Change this number to "13".

15. Statements of Operation by Licensee: Change this number to "14". Line 1, after "Pa." insert "U. S. A."

16. Right to Witness Operations: Change this number to "15".

17. Suits for Infringement: Change this number to "16".

18. Infringement of Patents: Change this number to "17".

19. Validity of Patents Acknowledged: Change this number to "18".

20. Patents Deemed Valid: Change this number to "19".

21. Licensee to Assign Patents: Change this number to "20".

[fol. 16657] 22. Licensee's Employees to Assign Patents: Change this number to "21".

23. Assignability: Change this number to "22".

24. Cancellation for Non-Performance: Change this number to "23".

25. Cancellation by Licensee: Change this number to "24". Cancel lines 1 to 4 inclusive, and substitute the following:

"At the period hereinafter fixed for the exercise of the option to purchase as hereinafter provided, the Licensee shall have the right to terminate this license by written notice to Licensor of his intention so to do and by paying all money due to Licensor under this contract, and by return of the Feeder as hereinafter specified;"

26. Penalty for Discontinuance of Manufacture: Change this number to "25". Last line, after "the" cancel "next preceding paragraph" and substitute "twenty-third paragraph hereof".

27. Return of Feeders: Change this number to "26".

28. Waiver of Breaches: Change this number to "27".

29. Subsequent Changes in Rates: Cancel this paragraph.

Insert the following paragraph:

"28. Option: Licensor hereby grants to Licensee the exclusive right or option to purchase, at any time within nine (9) months from the delivery of Feeder, F. O. B. London, the exclusive rights to the use of said Feeder in the manufacture of glass bottles and hollow glass ware in the United Kingdom of England, Ireland and the Isle of Man, together with the right to sub-lease or sub-let the same within such territories. The terms and consideration of such purchase to be as agreed upon by the parties hereto during the life of this option. The word "Feeder" as used in this option [fol. 16658] includes the aforementioned device or method and also as many of the mechanical appliances as desired by Licensee.

Time is of the essence of this option, and if the parties hereto do not agree upon the terms and conditions of said sale and the Licensee elect to take, accept and purchase said

rights at such price and terms to be agreed upon, at or before the expiration of the nine (9) months above specified, then this option shall forthwith become null and void and of no effect."

30. Invalidity of any Term: Change this number to "29".

31. Covenants Binding on Successors and Assigns: Change this number to "30".

Cancel last paragraph (witness clause) and substitute following:

"In Witness Whereof said Licensor has caused its corporate name and seal to be hereunto signed and affixed by Charles A. McElvain, its Vice President, and James O. Campbell, its Secretary: said Licensee has hereunto caused its corporate name and seal to be hereunto signed and affixed by its and its and its , all on the day and year first above written."

[fol. 16659] This License same as Standard License Forms submitted, with following exceptions:

Date: April 12, 1922.

Name: C. L. Flaccus Glass Company, a corporation chartered under laws of Pennsylvania.

1. License: Line 5, after "elsewhere" insert "one (1)".

10. License Fee: Add "Tarentum, Pennsylvania" at end of line 8.

[fols. 16660-16661] GOVERNMENT EXHIBIT No. 62

Assignment of Patents and Patent Rights

Whereas all the stock of the Howard Automatic Glass Feeder Company is owned by the Hartford Special Machinery Company, including five shares which stand of record in the names of individuals to qualify them as directors and in consideration of the fact that there is outstanding between the Hartford Special Machinery and the Hartford-Empire Company a contract under which as consideration for the issuance of certain stock upon payment of certain cash by the Hartford-Empire Company to the

Hartford Special Machinery Company (which issue and payment have already been made in full), the Hartford Special Machinery Company is under obligation to transfer to the Hartford-Empire Company any and all of the assets of the Howard Automatic Glass Feeder Company for such items thereof as the Hartford-Empire Company shall from time to time designate.

Now Therefore, in consideration of the sum of One Dollar received by said Howard Automatic Glass Feeder Company from the Hartford-Empire Company, a corporation organized under the laws of the state of Delaware and having its principal place of business in Hartford, Connecticut, the said Howard Automatic Glass Feeder Company does hereby sell, assign, transfer and set over to the said Hartford-Empire Company all the patents, interests in patents, applications for patents, patent rights and inventions in the United States and all other countries now owned by the Howard Automatic Glass Feeder Company or in which said Company has any title, right or interest, expressly reserving and withholding however to the said Howard Automatic Glass Feeder Company all outstanding licenses and license contracts.

In Witness Whereof the Howard Automatic Glass Feeder Company on this 21 day of Feb. 1923, has set its name and seal hereto, acting herein by Ernest Walker Smith, its President, thereunto duly authorized by a vote of the stockholders adopted at a meeting of the said stockholders held on the 21 day of Feb. 1923.

Howard Automatic Glass Feeder Company, (Signed)
By Ernest Walker Smith, President.

Attest:

(Signed) Howard T. Tolhurst, Secretary.

[fol. 16662] GOVERNMENT EXHIBIT No. 63

ASSIGNMENT AND POWER

The Howard Automatic Glass Feeder Company, a corporation organized under the laws of Pennsylvania and having its principal place of business at Butler, Pennsylvania (hereinafter called Howard Company), in consideration of the sum of One (1) Dollar hereby sells, assigns, transfers and sets over to Hartford-Empire Company, a

corporation organized under the laws of Delaware and having its principal place of business at Hartford, Connecticut, all the property, rights, privileges, contracts, assets, rights of action, patents, patent applications and inventions, whether in United States or in any foreign country, and licenses, now owned, held or controlled or in any way belonging to the said Howard Company or in which the said Howard Company has any right, title or interest whatsoever, together with the right (in so far as the Howard Company can grant such right) to transfer, assign, sub-divide and sub license any of the foregoing things hereby assigned.

And the Howard Company hereby further irrevocably constitutes and appoints the First Vice President for the time being of the said Hartford-Empire Company its true and lawful attorney-in-fact for the purposes below set forth, [fols. 16663-16665] and irrevocably confers upon said First Vice President the full power (being a power coupled with an interest) to make, execute, complete and deliver any and all instruments necessary or appropriate fully to carry out this assignment and to vest in the Hartford-Empire Company full and complete title to any or all of the items of property above set forth; and said First Vice President in so doing shall have power to act therein in the name and behalf of the Howard Company, affixing its name by himself as such attorney, and the seal of said Howard Company.

In Witness Whereof the Howard Company has hereunto caused its corporate name and seal to be affixed, acting herein this 1st day of May 1926 by Joseph Merritt its President duly authorized thereto.

Howard Automatic Glass Feeder Company by Joseph Merritt, President.

In Presence of Charlotte S. Hull, Herbert Knox Smith.

[fol. 16666] GOVERNMENT EXHIBIT No. 81

License

The Miller Glass Engineering Company, a corporation organized under the laws of the State of Pennsylvania, and having its place of business at Swissvale, Pennsylvania, (hereinafter called "Engineering Company") in consideration of the sum of One Dollar ($1.00) and other valuable considerations received to its full satisfaction from the

Hartford-Empire Company, a corporation organized under the laws of the State of Delaware, and having a place of business at Hartford, Connecticut, (herein-after called "Hartford Company"), hereby grants to said Hartford Company a free license, under its present and future rights in United States Patent 1260428, dated March 26, 1918.

The license herein granted under the rights of the Engineering Company is exclusive of the Engineering Company and all others for the manufacture of bottles and jars and is non-exclusive for the manufacture of all other articles.

The license herein granted carries the right to make use and sell under the said patent, and shall be assignable and divisable as to each and all of such rights.

The License hereby granted shall run for the life of said patent, and no royalty or further payment of any kind shall be due from said Hartford Company. The Hartford Company does not acknowledge the validity or scope of the said patent No. 1260428 or of any claim thereof and in accepting this license the Hartford Company expressedly reserves the right to contest such validity and scope.

[fol. 16667] In Witness Whereof, said Miller Glass Engineering Company has caused its corporate name and seal to be hereunto affixed this 30th day of July, 1925, acting therein by William J. Miller its president hereunto duly authorized.

Miller Glass Engineering Company By William J. Miller, President.

Attest: H. A. Cusack, Secretary.

* * * * * * *

fol. 16668 GOVERNMENT EXHIBIT No. 82

Sale of Patent Rights

(1) William J. Miller, of Swissvale, Pennsylvania, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received to his full satisfaction from the Hartford-Empire Company (hereinafter referred to as "Hartford Company"), a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereby sells, assigns, transfers and sets over unto said Hartford-Empire Company and its successors and assigns the entire right title and interest in and to each and all of the United States Patents

and applications therefor set forth in Schedule "A" attached hereto, made part hereof, and identified by the said Miller and the Hartford Company, and in and to any and all inventions described in said patents and applications (all excepting such machine licenses as are now outstanding) and the said Miller hereby authorizes and requests the Commissioner of Patents to issue each of the United States patents to be granted on said applications to the Hartford-Empire Company, its successors and assigns, as the owner of the whole right, title and interest therein.

(2) And the said Miller for the above considerations further set over, transfers and assigns to the said Hartford Company all claims, demands and rights of action, both in law and equity, for damages and profits arising out of past infringement by others of any and all patents listed in Schedule A.

(3) And the said Miller for the above considerations further sets over, transfers and assigns to said Hartford Company, his entire right, title and interest, within the United States, in any and all inventions heretofore made by him relating to apparatus for or methods for feeding [fol.16669] molten glass, but not in any inventions relating to glass forming machines *or* processes.

(4) And the said Miller further covenants that he has good title to all of the said patents, patent applications and patent rights set forth in said Schedule "A".

(5) In order to expedite the issuance by the Hartford Company of patents upon certain of the applications hereby assigned and now involved in Patent Office interferences, he the said Miller hereby agrees that he will submit to Charles M. Clarke, President of the Patent Bar Association of Pittsburgh, Pennsylvania, as arbitrator, the determination of the question of the priority of invention of the said Miller as to the subject matter of the said interferences over the other interferants involved therein, with the right to submit and adduce, and that he will submit and adduce, a full, accurate and complete statement under oath, testimony and all other evidence that he has showing the facts upon which the said Miller claims such priority, and with the right in the said Hartford Company to submit and adduce similar affidavits, testimony and evidence, subject to cross-examination, as to the claims of the other interferants to

such priority, whereupon the said arbitrator shall decide and award, first, whether the said Miller has overcome the *prima facie* case made out by the filing dates of the other interferants involved, and second, if decision of the said arbitrator shall be affirmative on the first question, then whether the said Miller has overcome the case made out for said interferants by the Hartford Company, and if the decision of the said arbitrator shall be adverse to Miller on either the first or second question, his award shall be that the said Miller is not entitled to priority of invention of the subject matter involved in the said interferences, and [fol. 16670] he, the said Miller, agrees to be bound by such award and that he will in accordance therewith make, execute and deliver to the Hartford Company, upon demand, any and all disclaimers in accordance with the said award which may be necessary to render the same available to the said Hartford Company.

(6) And the said Miller further agrees that he will, upon demand of Hartford Company, make, execute and deliver to the Hartford Company, its successors or assigns any and all instruments necessary or appropriate to vest in said Hartford Company, its successors or assigns, full title in any or all the inventions, patents and applications interests in which are sought to be conveyed to the Hartford Company.

Signed at Pittsburgh, Pennsylvania, this 30th day of July, 16673)

William J. Miller.

In the presence of Don Rose, John F. Will.

(Here follow 3 photolithographs, side folios 16671-16673)

SCHEDULE "A"

Annexed to and being a part of a certain sale of Patent Rights from William J. Miller to Hartford-Empire Company dated July 1925.

UNITED STATES PATENTS

Patent Number	Date	Subject
1,413,757	April 25, 1922.	Feeder, pushback type.
1,451,707	April 17, 1923.	Feeder, gather-reversing.
1,462,491	July 24, 1923.	Feeder, puff with liquid.
1,532,254	April 7, 1925.	Feeder, weight control.
1,540,894	June 9, 1925.	Electric timer.

UNITED STATES APPLICATIONS

Serial Number	Date	Subject
325,616	Sept. 23, 1919.	Feeder, plunger and blowback.
441,169	Jan. 3, 1921.	Feeder, divided cup and plunger.
486,712	July 7, 1921.	Feeder, revolving plunger and stirring tool.
581,927	Aug. 15, 1922.	Feeder, revolving receptacle.
587,329	Sept. 11, 1922.	Feeder timer.
716,835	May 29, 1924.	Feeder timer.

All applied for by and in the name of the said William J. Miller; also

641,050 May 24, 1923. Fluid pressure feeder

applied for by and in the name of the said William J. Miller and Edward A. Lawrence jointly.

The above Schedule "A" is hereby identified by the signatures of the said William J. Miller and of the said Hartford-Empire Company this 30th day of July, 1925.

In presence of:

Dorothy

John F. Hill

William J. Miller.

Hartford Empire Company

Robert Finch Dratt

Treasurer

RECEIVED AND RECORDED IN U. S. PATENT OFFICE

AUG 4 1925

In Liber R-145 Page 153 of Transfers of Patents

Thomas E. Robertson

Commissioner of Patents

Exd 25c

1158.

11,666

16671

V0248

Government Exhibit No. 83

ASSIGNMENT OF INVENTION

WHEREAS, WILLIAM J. MILLER and EDWARD A. LAWRENCE, of Swissvale and Bellevue, respectively, both in the County of Allegheny and State of Pennsylvania have invented a certain new and useful improvement in Process and Apparatus for Feeding Glass for which they have filed an application for Letters Patent of the United States on the 24th day of May 1923 Serial Number 641080;

And whereas, Hartford-Empire Company, a Corporation of Delaware, having a place of business at Hartford, Connecticut is desirous of acquiring the entire interest in the said invention, and in the Letters Patent to be issued thereon.

BE IT KNOWN That for and in consideration of the sum of One Dollar to each of us in hand paid by the said Hartford-Empire Company, the receipt whereof is hereby acknowledged we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto the said Hartford-Empire Company, its successors and assigns, the entire right, title and interest in and to the said invention and application, and in and to any Letters Patent to be granted thereon.

And we hereby authorize and request the Commissioner of Patents to issue said Letters Patent unto the said Hartford-Empire Company, its successors and assigns, in accordance with the terms of this instrument.

16672

87201

IN TESTIMONY WHEREOF, we have hereunto set our hand and seal this 30th day of July 1926.

Witnesses:

Dan Rose
Lloyd T. Williams

William J. Miller (Seal)
Edward A. Lawrence (Seal)

02678

[fol. 16674] GOVERNMENT EXHIBIT No. 84

Release

William J. Miller of Swissvale, Pennsylvania, in consideration of the sum of One Dollar ($1.00) and other valuable consideration received to his full satisfaction from the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware, and having a place of business at Hartford, Connecticut, hereby releases the Hartford-Empire Company, and any and all persons, firms, and corporations operating under permission of the Hartford-Empire Company, from any and all claims or demands, in law or in equity, arising out of the past or future use by the said Hartford-Empire Company, persons, firms, or corporations, of any matter relating to glass forming machines or processes covered by any United States or Foreign patents and/or relating to glass feeding covered by any Foreign patents, rights to which, or in the applications for which, are now vested in the said Miller, subject to his existing contractual obligations. W. J. M.

The Hartford-Empire Company accepts the release above granted by Miller without acknowledging the validity and/or scope of any patent or claims thereof, rights under which are so released, and expressedly reserves the right to deny such validity and/or scope.

Signed at Pittsburgh, Pennsylvania, this 30th day of July, 1925.

William J. Miller.

In presence of Don Rose.

* * * * * * *

[fol. 16675] Note: Exhibit 85 is a release by Miller to Owens, similar to Exhibit 84.

[fol. 16676] GOVERNMENT EXHIBIT No. 86

Limitation of Recovery

Know All Men by These Presents: That, whereas, William J. Miller, of the Borough of Swissvale, County of Allegheny, State of Pennsylvania, and the Miller Glass

Engineering Company, a corporation organized under the laws of the State of Pennsylvania, have each of them heretofore sold and issued licenses for the use of certain glass feeding machines under United States Patent No. 1260428, equipped with certain attachments, improvements and devices for which the said William J. Miller has applied for patents, which applications and the patent rights therein and the United States patents granted or to be granted thereon, he, the said William J. Miller, has this day sold, transferred, set over and assigned unto Hartford-Empire Company, a corporation organized under the laws of the State of Delaware, its successors and assigns, as will more fully appear by said assignment, and the Miller Glass Engineering Company has this day granted to said Hartford-Empire Company a certain right or license under said Letters Patent No. 1260428, as will more fully appear by said license.

Now, therefore, for and in consideration of the sum of One Dollar ($1.00) paid to the Hartford-Empire Company, a corporation of Delaware, and to The Owens Bottle Company, a corporation of Ohio, and each of them, by the said William J. Miller and Miller Glass Engineering Company, and each of them, the receipt whereof is hereby acknowledged, and of other good and valuable considerations, the Hartford-Empire Company and The Owens Bottle Company, each for itself and its respective successors and assigns, severally covenants, promises and agrees with the said William J. Miller, his executors, administrators and assigns, and with the Miller Glass Engineering [fol. 16677] Company, its successors, and assigns, that it will not demand, sue for, recover or collect damages or profits for alleged infringement of patents or patent rights, by the manufacture, sale or use of said glass feeding machines, as the same were delivered to the licensee or purchaser by Miller Glass Engineering Company or William J. Miller, from or against either the said William J. Miller, his personal representatives or assigns, or from the said Miller Glass Engineering Company, its successors or assigns, or from any of his or its aforesaid purchasers or licensees of said glass feeding machines, their respective personal representatives, successors or assigns, or any of them, in excess of the amount, in the case of any such purchaser or licensee, that such purchaser or licensee

would have paid union hand gatherers for the ware made by him by the use of the said alleged infringing glass feeding machines less the amount, if any, paid by him for royalties for the use of said machines.

Said Hartford-Empire Company and The Owens Bottle Company, each for itself, further covenants and agrees with said William J. Miller and the Miller Glass Engineering Company, and each of them, to save them and each of them harmless from any and all damages that they or either of them, their heirs, administrators, executors, successors or assigns, may suffer as a result of the breach by Hartford-Empire Company or the Owens Bottle Company, respectively, or by their respective successors or assigns, of their respective covenants above set forth.

In witness whereof, the said Hartford-Empire Company, a corporation, and the said The Owens Bottle Company, a corporation, have respectively caused these presents to be signed and sealed by their respective officers, duly authorized in the premises, this —— day of July, 1925.

Hartford-Empire Company. By Herbert Knox Smith, Treasurer. The Owens Bottle Company. By H. H. Baker, Treas.

Witnesses: V. M. Dorsey, E. A. Lawrence.

[fol. 16678] GOVERNMENT EXHIBIT N. 87

Sale of Former Patent Rights

(1) William J. Miller, of Swissvale, Pennsylvania, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received to his full satisfaction from Victor J. Greene, of Pittsburgh, Pennsylvania, hereby sells, assigns, transfers and sets over unto said Greene and his administrators, executors, and assigns, the entire right title and interest of him, the said Miller, in and to each and all of the Patents and applications therefor set forth in Schedule "A" attached hereto, made part hereof, and identified by the said Miller and the said Greene, and in and to any and all inventions described in said patents and applications, and the said Miller hereby authorizes and requests the Commissioner of Patents to issue each of the United States patents to be granted on said United States

applications to the said Greene his administrator, executor and assigns, in accordance with this assignment.

(2) And the said Miller for the above considerations further sets over, transfers and assigns to the said Greene all his claims, demands and rights of action, both in law and equity, for damages and profits arising out of past infringement by others of any and all patents, listed in Schedule A.

(3) And the said Miller for the above considerations further sets over, transfers and assigns to said Greene his entire right, title and interest within the United States in any and all inventions heretofore made by him relating to apparatus for or methods for glass working other than apparatus for or methods of feeding molten glass, and other than unpatented inventions now embodied in the Miller M-A machine, the said Miller having heretofore sold [fol. 16679] the United States rights for feeding molten glass to the Hartford-Empire Company, a corporation of Delaware.

(4) The foregoing assignment is subject to a release executed of even date herewith from the said Miller to the said Hartford-Empire Company of all claims and demands, on the part of the said Miller, or those claiming under him, in law or in equity, arising out of the past or future use by the said Hartford-Empire Company of any person, firm or corporation under permission of the Hartford-Empire Company, of any matter covered by any patent or application which is hereby assigned or under which any interest is hereby conveyed.

(5) The foregoing assignment is also subject to a release executed of even date herewith from the said Miller to the Owens Bottle Company, a corporation of Ohio, of all Claims and demands, on the part of the said Miller, or those claiming under him, in law or in equity, arising out of the past or future use by the Owens Bottle Company or any person, firm or corporation under permission of the Owens Bottle Company, of any matter covered by any patent or application which is hereby assigned or under which any interest is hereby conveyed.

(6) And the said Miller further agrees that he will, upon demand of the said Greene, or his assigns, make, execute

and deliver to said Greene, his administrator, executor and assigns any and all instruments necessary or appropriate to vest in said Greene, his administrators, executors and assigns full title in any or all the inventions patents and applications, interests in which are sought to be conveyed to the said Greene.

[fols. 16680-16685] Signed at Pittsburgh, Pennsylvania, this 30th day of July, 1925.

William J. Miller.

In the presence of Don Rose, John F. Will.

* * * * * * *

[fol. 16686] GOVERNMENT EXHIBIT No. 88

Bill of Sale

Know All Men by These Presents that William J. Miller of Swissvale, Pennsylvania, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received to his full satisfaction of Victor J. Greene of Pittsburgh, Pennsylvania, hereby sells, assigns, transfers and sets over to said Victor J. Greene his heirs and assigns, all right, title and interest which the said Miller has or ought to have in or to all personal property (other than patents and patent rights) comprising or connected with the said Miller's present and existing business of producing and marketing glass-feeding and glass-forming machines, including among other things, all feeders and forming machines complete and in process, all machine and feeder parts, and all equipment, furniture, books, records, correspondence, jigs, fixtures, tools, patterns, tracings, drawings, machine tools, materials and supplies relating to the manufacture of feeders and forming machines, all as now contained in or located in or about the plant for said business at Swissvale, Pennsylvania, or in transit, and including such drawings, patterns, materials or parts now located in such foundries and other establishments as have been serving such business by making feeder and/or forming machine parts, or located with or in the possession of customers; together with all unexpired insurance, all contracts connected with said business, all credits, bills and

accounts receivable, and the good will connected with or arising out of said business. There are, however, expressly excluded from this bill of sale and transfer all cash on hand and on deposit and all United States Liberty Bonds, and also the contracts of William J. Miller with Hazel-Atlas Glass Company relating to the Miller M-A machine, and also all data, drawings, patterns, jigs, fixtures and tem-
[fols. 16687-16689] plates employed in the construction and assemblage of the "MA" machine.

And the said Miller further represents that all the liabilities connected with said business are as also set forth in Schedule A, hereto attached.

And the said Victor J. Greene, as part consideration hereof, hereby agrees to assume all of said liabilities set forth in schedule A, and the said Miller agrees to assume and pay and indemnify said Greene against any and all liabilities connected with said assets or business which are not set forth in said list of liabilities.

In witness whereof the said Miller and the said Greene have hereunto set their hands and seals this 30th day of July, 1925.

William J. Miller, Victor J. Greene.

In the presence of Don Rose, John F. Will, Jerome A. Miller, John F. Will.

[fol. 16690] GOVERNMENT EXHIBIT No. 89

Assumption of Notes

Hartford-Empire Company holds two promissory notes and one bond executed by Victor J. Greene, payable to Hartford-Empire Company, or order, the bond being for $50,000 secured by mortgage on the real estate forming a part of said Greene's business, and the two notes being for $25,000 each. Greene contemplates the organization of a Corporation to take over from him such business. It was one of the express considerations for the making of such loan that such company shall, at the time such business, or any part thereof, is transferred to it, and as part consideration thereof, assume and agree to pay said bond and notes and each of them, and that Greene shall not thereby be released from his obligations thereon. Until such time as said two promissory notes for $25,000 each are paid in full,

with the interest thereon, Hartford-Empire Company, its successors and assigns of said notes, shall have, at any and all times during ordinary business hours, by its or their duly authorized representatives, access to and the right to inspect the banks, records, factory and operations of said business, whether owned by Greene or said Company.

Victor J. Greene.

Executed at Pittsburgh, Pennsylvania this 30th day of July, 1925.

Hartford-Empire Company. By Herbert Knox Smith, Treasurer.

[fol. 16691] GOVERNMENT EXHIBIT No. 90

(Copy)

License

Tucker, Reeves and Beatty to the Owens Bottle Company:

Oliver M. Tucker, William A. Reeves and James M. Beatty, all of Columbus, Ohio, doing business as a partnership under the firm name of Tucker, Reeves and Beatty, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received by each of them to their full satisfaction from The Owens Bottle Company, a corporation of the State of Ohio, having a place of business in Toledo, Ohio, do hereby, both as partners and as individuals, grant to the said The Owens Bottle Company a non-exclusive license under each and all of the applications for Letters Patent of the United States set forth in Schedule A which is attached hereto, made a part hereof and identified by the signatures of the said Tucker, Reeves and Beatty, and, for the United States only, under all inventions disclosed or claimed in any of the said applications, and for the United States only, under all other inventions relating to feeding molten glass heretofore or hereafter made by said Tucker or Reeves or Beatty prior to August 1st, 1926 and for which applications for United States patents have not been filed or are now pending and under any and all letters Patent of the United States to be granted upon the said applications or inventions and under any and all divisions, renewals, reissues or extensions thereof.

[fol. 16692] The license herein granted includes the rights for the United States only to manufacture, use and sell under the said inventions, applications and Letters Patent, and shall be assignable and divisible by sub-licenses as to each and all such rights; but is subject to licenses heretofore granted by Tucker, Reeves and Beatty.

The license herein granted shall run for the whole term of each and every United States patent to be granted upon the said inventions or applications or any division, renewal, reissue or extension thereof; the foregoing license shall be free of royalty or other further compensation from said The Owens Bottle Company.

Signed at Columbus, Ohio this 14 day of August, 1925.

Tucker, Reeves and Beatty, by (s.) Oliver M. Tucker, William A. Reeves, James M. Beatty. In presence of: (S.) George Ramsey.

[fols. 16693-16696] NOTE: Schedule A of Exhibit 90 is the same as schedule A of Exhibit H-5504.

[fols. 16697-16704] NOTE: Exhibit 91 is included in Exhibit H.-5504.

[fol. 16705] GOVERNMENT EXHIBIT No. 92

(Copy)

Release

Owens and Hartford to Tucker, Reeves and Beatty

Hartford-Empire Company, a corporation of the State of Delaware, having a place of business in Hartford, Connecticut, (hereinafter referred to as "Hartford Company") and *The Owens Bottle Company*, a corporation of the State of Ohio, having a place of business in Toledo, Ohio, (hereinafter referred to as "Owens Company") in consideration of One Dollar ($1.00) and other valuable considerations received by each of said companies to their full satisfaction from Oliver M. Tucker, William A. Reeves, and James M. Beatty, all of Columbus, Ohio, doing business as a partner-

ship under the firm name of Tucker, Reeves and Beatty, for themselves and their successors and assigns, do hereby severally and jointly release and discharge the said Tucker, the said Reeves, the said Beatty and the said firm of Tucker, Reeves and Beatty from any and all claims and/or demands whether they be for injunctions, profits or royalties or for any other claims or demands, of the said Hartford Company on the said Owens Company or any person claiming under said Hartford Company or said Owens Company, whether in law or in equity, or otherwise, arising out of the past manufacture in the United States, past use in the United States or past sale in the United States directly or [fol. 16706] indirectly by said Tucker, said Reeves, said Beatty, or said firm, of any matter covered by any and/or all claims of United States Letters Patent now or hereafter owned or controlled by said Hartford Company and/or by said Owens Company.

And Owens Company agrees to and will promptly and properly dismiss the following suits without prejudice:

Pending in the United States Court for the District of Indiana against Hart Glass Manufacturing Company, Equity Nos. 488, 489, and 490; also pending in the United States Court, Southern District of Ohio, Eastern Division, against The Federal Glass Company, Equity 323, and against Tucker, Reeves and Beatty as a partnership and as individuals Equity No. 324.

Signed at Columbus, Ohio, this 14 day of August, 1925.

Hartford-Empire Company (Seal.) By (S.) F. Goodwin Smith, Vice President. The Owens Bottle Company (Seal.) by (S.) H. H. Baker, Treasurer. In presence of: (S.) Herbert Knox Smith, Lloyd T. Williams.

[fol. 16707] GOVERNMENT EXHIBIT No. 93

Release

Tucker, Reeves and Beatty to the Owens Bottle Company

Oliver M. Tucker, William A. Reeves and James M. Beatty, all of Columbus, Ohio, doing business as a partnership under the firm name of Tucker, Reeves and Beatty, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received by each of them to their

full satisfaction from The Owens Bottle Company, a corporation of the State of Ohio and having a place of business at Toledo, Ohio, do hereby, severally and as the said partnership, release said The Owens Bottle Company, and any and all persons, firms and corporations operating under permission of said The Owens Bottle Company, from any and all claims or demands on the part of them, the said Tucker, Reeves and Beatty or those claiming under them, in law or in equity, arising out of the past, present or future manufacture in the United States, sale in the United States or use in the United States by said The Owens Bottle Company, said persons, said firms or said corporations, of any matter covered by any or all of the claims of certain Letters Patent of the United States now owned by the said Tucker, Reeves and Beatty and identified as follows:

[fol. 16708]

Patent No.	Date	Patentee	Entitled
1512566	October 21, 1924	Oliver H. Tucker and William A. Reeves	Methods and apparatus for delivering Viscous glass.
1516220	November 18, 1924	Oliver H. Tucker and William A. Reeves	Methods and apparatus for delivering Viscous glass.
1519885	December 16, 1924	Oliver H. Tucker and William A. Reeves	Interchangeable spout aperture bushings and methods of applying the same.
1534998	April 21, 1925	Oliver H. Tucker and William A. Reeves	Interchangeable spout aperture bushings and methods of applying the same.
872194	November 26, 1907	R. M. Paxton	Glass working apparatus.

Said The Owens Bottle Company accepts the release above granted by the said Tucker, Reeves and Beatty but without acknowledging the validity and/or scope of any of

the said Letters Patent or of any claims thereof, rights under which are so released, and said The Owens Bottle Company expressly reserves the right to deny and contest such validity and/or scope.

[fols. 16709-16714] Signed at Columbus, Ohio, this 14 day of August, 1925.

Tucker, Reeves and Beatty. By (S.) Oliver M. Tucker, William A. Reeves, James M. Beatty. In presence of: (S.) George Ramsey, Lloyd T. Williams. The Owens Bottle Company, by (S.) H. H. Baker, Treasured. In presence of: (S.) Lloyd T. Williams.

In presence of: (S.) Lloyd T. Williams.

Note: Exhibit 94 is a release by Tucker, Reeves & Beatty to Hartford, similar to Exhibit 93.

[fol. 16715] GOVERNMENT EXHIBIT No. 95

Waiver Agreement as to Federal

This agreement made this 14 day of August, 1925, between The Owens Bottle Company its successors and assigns, a corporation organized under the laws of Ohio, (hereinafter called "Owens"), Hartford-Empire Company its successors and assigns, a corporation organized under the laws of Delaware, (hereinafter called "Hartford") and The Federal Glass Company, a corporation organized under the laws of Ohio, (hereinafter called "Federal").

Witnesseth: That in consideration of the sum of One (1) Dollar and other valuable considerations receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Owens and Hartford now waive any and all claims for past infringement of their United States patents and/or United States patents under their control by Federal arising out of the use of Tucker & Reeves' feeders; and also for any and all claims and/or right to injunctions for future infringement of their United States patents and/or United States patents under their control by Federal arising out of the use of Tucker & Reeves' feeders during the period of

[fol. 16716] the existence of, and the payment of the agreed royalties under the license agreement between Tucker & Reeves and Federal dated November 27, 1916, as amended July 17, 1924, and/or during the existence of any continuation of said agreement and/or amendment thereto, and the payment of the agreed royalties thereunder. For the purposes of this agreement this waiver shall be construed to apply to the use by the Federal in its plant at Columbus, of additional Tucker & Reeves feeders substantially like those now in use by Federal and/or including any improvements made by either Owens or Hartford on such Tucker & Reeves feeders. By improvements is meant (a) substitution of new parts for old parts of the feeder; (b) changing old parts thereof, or (c) addition of new devices which are intended and adapted to become integral parts of such feeder, and not otherwise.

It is agreed that this waiver, and also the right of Federal to use feeders of the Tucker & Reeves type under the terms of its present license from Tucker & Reeves and/or Tucker, Reeves and Beatty are to extend only to the one Federal plant located in Franklin County, Ohio, and not to any other plant or companies thereafter purchased or otherwise acquired by Federal or with which Federal may be combined or consolidated; however, this waiver and agreement shall enure to the benefit of a successor of Federal by a bona fide [fol. 16717] reorganization and/or a successor by purchase of Federal as an entire and going business. It is further agreed that Federal shall have the right at any time during the continuation in force of its said Tucker & Reeves and/or Tucker, Reeves and Beatty, license and/or any substitute license from Hartford and/or Owens and payment of the agreed royalties thereunder, to take licenses from Owens or Hartford on glass feeders of any type in addition to and/or as substitutes for the Tucker & Reeves feeders (other than the Owens suction type and Hartford paddle needle type) then being put out on license to others by Hartford and/or Owens or then being so put out under their authority or control; every such feeder to be taken by Federal upon the same royalty rates, terms and conditions as those upon which Owens or Hartford shall be at such times putting out the same or similar feeders to others on license under substantially similar circumstances and conditions; both the above waiver and agreement and the rights to improvements and other feeders shall be limited to the kinds

of glassware specified in Federal's said license from Tucker & Reeves and/or Tucker, Reeves and Beatty and shall not relate to or include any rights on special glasses and/or wares described in Schedule "A" hereto attached heretofore exclusively licensed to Corning Glass Works.

[fol. 16718] Owens and/or Hartford hereby guarantee and agree to indemnify and keep indemnified Federal against any loss and/or damage suffered by Federal by reason of the obligations and liabilities of Federal arising under the Tucker & Reeves and Federal license and existing supplemental licenses with Isaac R. Stewart, assigned by Stewart to and now held by the Capstan Glass Company.

It is hereby agreed by Federal that any and all exclusive license rights granted to it by Tucker & Reeves and/or Tucker, Reeves and Beatty, and all restrictions on the granting of other licenses by Tucker & Reeves and/or Tucker, Reeves and Beatty or their assignees, for the kinds of glassware licensed to Federal, by Tucker & Reeves and/or Tucker, Reeves and Beatty, shall apply only to glass feeding machines of the Tucker & Reeves type which embody a swinging pressure cup in which gas is burned or embody a swinging pressure cup in combination with an annular burner surrounding the outlet.

In Witness Whereof the parties hereto have hereunto [fol. 16719] caused their names and corporate seals to be affixed each by its officer thereunto duly authorized.

The Owens Bottle Company, by H. H. Baker. Hartford-Empire Company, by Goodwin Smith, V. P. The Federal Glass Company, by James M. Beatty, Prest.

[fols. 16720-16721] Schedule A

Attached to and forming part of the waiver agreement between The Owens Bottle Company, Hartford-Empire Company and The Federal Glass Company dated August 14, 1925.

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or elec-

trical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica; 10% sodium oxide; 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

Drawn tube and cane.

[fol. 16722] GOVERNMENT EXHIBIT No. 96

Agreement of Indemnity

This agreement made this 14th day of August, 1925, between The Owens Bottle Company, a corporation organized under the laws of Ohio, Hartford-Empire Company, a corporation organized under the laws of Delaware, the firm of Tucker, Reeves and Beatty, and Oliver M. Tucker, William A. Reeves and James M. Beatty as individuals.

Whereas, Tucker, Reeves and Beatty have agreed to grant, and have simultaneously herewith granted, to The Owens Bottle Company a license under certain applications for United States patents and the patents to issue thereon, together with a release and discharge from claims based upon issued United States patents belonging to Tucker, Reeves and Beatty; and have agreed to assign, and have simultaneously herewith assigned to Hartford-Empire Company said applications for patents and patents to issue thereon, together with a discharge and release from liability upon claims based upon patents heretofore issued and owned by Tucker, Reeves and Beatty; and

Whereas, certain licenses to five Licensees, copies of which are set forth in Schedule A attached hereto, have [fol. 16723] already been granted by Tucker and Reeves and by Tucker, Reeves and Beatty, which licenses grant certain rights under certain of the patents and patent applications above referred to; and

Whereas, the foregoing respective license, discharges and releases, and assignments of applications for patents, and of the patents to issue thereon, by Tucker, Reeves and Beatty, have been executed and delivered upon the pre-requisite condition, and as one of the considerations and as a moving inducement therefor, that The Owens Bottle Company and Hartford-Empire Company, shall execute and deliver, for themselves, their successors and assigns a joint and several indemnity to Tucker, Reeves and Beatty to save harmless said partnership and the individual members from any money liability, loss, damages, counsel fees and charges, for, on account of or because of, or arising out of, said license contracts described in said "Schedule A"; and

Whereas, The Owens Bottle Company and Hartford-Empire Company, in recognition of the fact that their respective legitimate business enterprises will be properly promoted, and that there will accrue to them, by reason of the aforesaid acquisition of said license, releases and assignments from Tucker, Reeves and Beatty, certain profits, benefits and advantages that cannot be secured without [fol. 16724] the execution of the indemnity agreement required by Tucker, Reeves and Beatty, which said profits, benefits and advantages will accrue to both said companies, but in proportions or amounts which can not be determined; and, as a consequence of the foregoing, said The Owens Bottle Company and Hartford-Empire Company have agreed, in furtherance of their businesses, to execute and deliver to the partnership of Tucker, Reeves and Beatty, and to the individual members thereof, the indemnity agreement herein below set forth as an essential pre-requisite and inducement for the execution and delivery by Tucker, Reeves and Beatty of the foregoing license, releases, and assignments, therefore

Know all men by these presents: that, in consideration of the foregoing, The Owens Bottle Company and Hartford-Empire Company, for themselves and their successors and assigns, hereby jointly and severally agree to indemnify and keep indemnified, the said partnership of Tucker, Reeves and Beatty and Oliver M. Tucker, William A. Reeves and James M. Beatty individually, from any money liability, loss, costs, charges, damages, counsel fees, and

expense of whatever nature, the said Tucker, Reeves and Beatty and Oliver M. Tucker, William A. Reeves and James M. Beatty individually, shall or may for any cause, at any time, sustain or be put to in consequence or arising out [fol. 16725] of and/or because of any of the obligations or liabilities arising against them or either of them under the said attached license contracts with The Federal Glass Company, Isaac R. Stewart and his assignee, Capstan Glass Company, Hart Glass Manufacturing Company, The Winslow Glass Company, Hemingray Glass Company, and The Owens Bottle Company; regardless to whom said license contracts may be assigned or transferred; and further The Owens Bottle Company and/or the Hartford-Empire Company will intervene in, defend and hold harmless said partnership and the individual members thereof from all actions at law, or in equity, that may be brought against said partnership or said individual members by said Licensees or by any person, firm or corporation arising out of, or because of said license contracts.

In witness whereof, on the day and year above first mentioned, the parties hereto have hereunto caused their names and seals to be affixed, the corporate parties by their respective officers each duly thereunto authorized.

[fol. 16726] The Owens Bottle Company, By H. H. Baker, Treas., Hartford-Empire Company, By F. Goodwin Smith, V. P. In presence of George Ramsey.

[fol. 16727] GOVERNMENT EXHIBIT No. 97

Assignment of Licenses

From Oliver M. Tucker, William A. Reeves and James M. Beatty to Charles B. Belknap

Oliver M. Tucker, William, A. Reeves and James M. Beatty, all of Columbus, Ohio, both as individuals and as partners under the firm name of Tucker, Reeves and Beatty, in consideration of the sum of One (1) Dollar and other valuable considerations received to their full satisfaction from Charles B. Belknap of Detroit, Michigan, do hereby sell, assign and transfer to the said Belknap and his heirs and assigns, the entire right, title and interest of them the

said Tucker, Reeves and Beatty, and either of them, whether as individuals or as a partnership, in and to their license agreements with five (5) certain Licensees, to-wit: (a) Isaac R. Stewart (as assigned to Capstan Glass Company by said Stewart), (b) The Winslow Glass Company, (c) Hemingray Glass Company, (d) Hart Glass Manufacturing Company and (e) The Federal Glass Company together with all the title of Tucker, Reeves and Beatty, either as a partnership or individually to all feeders covered by said licenses, including the nine feeders now in process of manufacture for delivery for use under certain of said licenses; said licenses being represented and embodied in instruments set forth in Schedule A attached hereto and made a part hereof.

[fol. 16728] In accepting this Assignment said Charles B. Belknap for himself, his heirs, administrators, executors or assigns agrees to and hereby does assume all obligations and/or liabilities of any nature of Tucker, Reeves and Beatty both as a firm and individuals, arising out of and/or under and/or because of said license contracts.

Provided however that this Assignment is subject to the further following condition, which Belknap the assignee herein by his acceptance hereof agrees, to-wit: the said The Hart Glass Company shall be relieved of the license on milk bottles and any liabilities that may have arisen thereunder, which release is more fully set forth in the contract of Tucker, Reeves and Beatty dated August 14, 1925, a copy of which is hereto attached marked "Schedule B"; and the said Charles B. Belknap shall ratify, affirm and be bound by the terms of said contract binding upon Tucker, Reeves and Beatty as if originally executed by him, provided that The Hart Glass Manufacturing Company shall, within thirty (30) days from the date of the offer by Tucker, Reeves and Beatty to Hart to enter into said contract, accept the provisions thereof; if The Hart Glass Manufacturing Company shall not, within said time, accept said contract the condition of this proviso [fols. 16729-16734] shall not be binding upon Belknap.

Signed at Columbus, Ohio this 14th day of August, 1925.

Tucker, Reeves and Beatty, By Oliver M. Tucker, William A. Reeves, James M. Beatty. In presence of George Ramsey.

[fol. 16735] GOVERNMENT EXHIBIT No. 98

Loan And Security Therefor

Preamble

This Agreement made this 14th day of August, 1925, between The Owens Bottle Company, a corporation organized under the laws of Ohio and having its principal place of business at Toledo, Ohio, hereinafter called "Owens," and Hartford-Empire Company, a corporation organized under the laws of Delaware, and having a place of business at Hartford, Connecticut, hereinafter called "Hartford,"

Witnesseth:

Whereas, Owens and Hartford propose to purchase from Oliver M. Tucker, William A. Reeves and James M. Beatty, of Columbus, Ohio, certain patent rights and patent applications and inventions; and

Whereas, Owens and Hartford propose subscribe and hold the stock of Feeder Patents Company, a corporation of Delaware, in equal shares;

Now, Therefore, Owens and Hartford in consideration of the premises and of the covenants herein contained, agree as follows:

Section 1. Owens will forthwith loan to Hartford the sum of Eight hundred thousand (800,000) Dollars, such loan to be evidenced by the promissory note of Hartford [fol. 16736] payable to the order of Owens in said amount on or before December 31, 1925, with interest at the rate of six (6) per cent annum from the date hereof.

Section 2. Hartford shall forthwith subscribe and/or pay for twenty-five hundred shares of the stock of Feeder Patents Company, presently to be issued, and, immediately upon the issue of the certificates for such stock shall endorse the same in blank and deliver the same to Owens which shall hold the same as collateral security for the payment of said loan and note and the interest thereon, and any and all stock of Feeder Patents Company hereafter issued to or for the interest of Hartford shall likewise be so endorsed and delivered to Owens as security for the payment

of said loan and note, all of such stock to be returned to Hartford when said note and the interest thereon shall have been paid.

Section 3. Hartford hereby assigns and sets over to Owens for application to the payment of said loan and note and the interest thereon, any and all dividends that may be declared and paid on the stock of Feeder Patents Company now or hereafter belonging to or held in the interest of Hartford, together with, and for the same purpose, all other moneys that may become due to Hartford from Feeder Patents Company by way of repayment of loan or otherwise, until said note and the interest thereon [fol. 16737] shall have been paid.

Section 4. Neither the assets of Feeder Patents Company, nor the dividends from the stock thereof, shall be deemed Licensed Inventions or Income from Licensed Inventions as those phrases are defined in the agreement of April 9, 1924, between the parties hereto and others.

In Witness Whereof the parties have hereunto caused their corporate names and seals to be hereunto affixed on the day and year first above written by their respective officers duly authorized in the premises.

Hartford-Empire Company By Goodwin Smith V. P. The Owens Bottle Company By H. H. Baker Treas.

[fol. 16738] GOVERNMENT EXHIBIT No. 99

Option

Charles B. Belknap to Feeder Patents Company

Memorandum of Agreement made this 14th day of August, 1925, between Charles B. Belknap, of Detroit, Michigan, and Feeder Patents Company, a corporation of Delaware.

Witnesseth:

Whereas, Feeder Patents Company desires to secure an option to purchase and take over the rights of the Licensors in and to any one or more of the five (5) certain licenses granted by Oliver M. Tucker, William A. Reeves and James

M. Beatty or said Tucker and Reeves to five (5) certain Licensees as follows; (a) Isaac R. Stewart (later assigned to Capstan Glass Company), (b) The Winslow Glass Company, (c) Hemingray Glass Company, (d) Hart Glass Manufacturing Company and (e) The Federal Glass Company; said licenses being represented and embodied in the following instruments:

As to Isaac R. Stewart—

Memorandum of Agreement between The Federal Glass Company, Oliver M. Tucker and William A. Reeves, and Isaac R. Stewart, dated June 22, 1917.

Modification of Agreement; between the same parties, and James M. Beatty dated January 22, 1920.

[fol. 16739] *Agreement* between the same parties (including Beatty), dated January 27, 1923.

Memorandum of Agreement between the same parties, (including Beatty) dated January 24, 1924, said Memorandum relating entirely to the payment of royalties by said Stewart;

Another Memorandum of Agreement also dated January 24, 1924, between the same parties relating to the extension of the Licensee's rights to make glassware, and fixing the rate of said additional ware.

As to the Winslow Glass Company—

License and lease between Tucker, Reeves and Beatty and The Winslow Glass Company, dated October 8, 1921.

As to Hemingray Glass Company—

License and lease between Tucker, Reeves and Beatty and Hemingray Glass Company, dated March 14, 1921.

Memorandum of Agreement for additional glass feeding machines, between same parties, dated November 22, 1921.

Supplemental Agreement, between the same parties, dated July 8, 1922.

Memorandum of Agreement for one additional glass machine, between the same parties, dated September 22, 1924.

Supplemental Agreement, between the same parties, dated September 22, 1924.

Memorandum of Agreement for additional glass feeding machines, between the same parties, dated September 22, 1924.

Supplemental Agreement; between the same parties, dated September 22, 1924.

[fol. 16740] As to Hart Glass Manufacturing Company—

Agreement dated August 9, 1920, between Tucker, Reeves and Beatty and the Hart Glass Manufacturing Company.

License and lease dated September 21, 1920 between Tucker, Reeves and Beatty and the Hart Glass Manufacturing Company.

Supplemental Agreement dated September 21, 1920 between the same parties.

Agreement dated June 8, 1921, between the same parties.

As to the Federal Glass Company—

Agreement dated November 27, 1916 between Oliver M. Tucker and William A. Reeves and The Federal Glass Company.

Supplemental Agreement dated July 17, 1924 between Oliver M. Tucker, William A. Reeves and James M. Beatty and The Federal Glass Company, and

Whereas said Tucker, Reeves and Beatty are unwilling to grant such an option to any person, but are willing to sell and transfer outright all their right, title and interest in, and to all of said five licenses and title to the feeders covered thereby, and Feeder Patents Company is unwilling, by reason of certain obligations imposed upon the Licensors, in said licenses, to purchase or take title to said licenses or said feeders unless it can secure from the several licensees named in said licenses or some of them, certain modifications of said licenses or some of them; and

[fol. 16741] Whereas Belknap is willing to purchase the Licensor's interests in said licenses and feeders and assume the obligations thereof and to give an option to Feeder Patents Company to purchase from him the Licensors' interests in any one or more of said licenses and the title to said feeders if Feeder Patents Company will pay to him the moneys necessary for the purchase by him of said interests from Tucker, Reeves and Beatty;

Now, Therefore, in consideration of the premises, and of the covenants hereinafter contained it is agreed as follows:

Section 1. Feeder Patents Company will forthwith pay to Belknap the amount of money necessary to purchase said licenses and said feeders from Tucker, Reeves and Beatty, to-wit, the sum of Five hundred seven thousand five hundred seventy-eight Dollars ($507,578.).

Section 2. Belknap hereby grants to said Feeder Patents Company, its successors and assigns, the right and option to take over and have transferred and assigned to it, or to its or their nominee, any one or more of said five licenses, together with the title to the feeders covered thereby at any time during the life of the given license.

Section 3. Feeder Patents Company as part consideration for such transfer and assignment of license or licenses [fol. 16742] shall in each case guarantee and hold harmless the said Belknap against any and all liabilities imposed upon or assumed by him by virtue of the provisions of the license or licenses so transferred to it or its nominees, or by virtue of the instrument of assignment whereby he acquired title thereto; and shall procure from The Owens Bottle Company, a corporation of Ohio, and the Hartford-Empire Company, a corporation of Delaware, similar agreements so guaranteeing and holding him harmless against said liabilities or any of them; and shall assume and agree to perform all the obligations and liabilities of whatsoever nature resting upon him by reason of the license or licenses so transferred to it or its nominee, or by reason of his acceptance of the title thereto.

Section 4. If and whenever Feeder Patents Company shall exercise the said option as to any one or more of said five licenses, and shall have complied with the conditions and requirements of Section 3 hereof, then the said Belknap shall forthwith assign and transfer to the said Feeder Patents Company, or its nominee, the license or licenses as to which such option is exercised and the title to the feeders covered thereby, together with all the net balance of the income and investments derived by him from such license or licenses. Said net balance of income and investments [fol. 16743] and the conditions for the protection of said option are more fully defined and set forth in the succeeding sections of this agreement.

Section 5. Belknap shall hold all of said five licenses, or such of them as shall not have been transferred in pursuance of said option, or otherwise disposed of by him as hereinbelow provided, and shall also hold and dispose of the royalties and all other income derived therefrom as hereinbelow provided.

Section 6. Belknap shall collect and accumulate said royalties and other income and shall invest the same (except such part thereof as is reasonably necessary for the expenses hereinafter mentioned) in such securities as are at the given time approved by the laws of Michigan for investment of trust funds, and, subject to such laws, shall have power to alter such investments from time to time.

Section 7. Belknap shall carry out and perform all of the obligations herein, and under said licenses, assumed by him, in order to preserve to Feeder Patents Company the full value of the said option; and for such purpose, and of paying the expenses incident thereto, including taxes, [fol. 16744] shall draw upon the funds and investments so accumulated in his hands.

Section 8. Belknap's said expenses and disbursements made on account of any particular license shall be paid from the funds derived from such license. He shall have the right to sell, assign and transfer any or all of said licenses (together with the income and investments derived therefrom) to the Feeder Patents Company in pursuance of said option, and shall upon the release by the Feeders Patents Company of the option as to any one or more of said licenses, have the right to sell, assign, transfer or otherwise dispose of any such licenses so released from such option and the income and investments derived therefrom.

Section 9. Belknap shall, at all times, keep separate and wholly distinct in each case the royalties and other income from each separate license so held by him and investments made therefrom, and shall keep accurate, separate and full accounts of such income from each such license, and of the investments and reinvestments thereof. He shall, at intervals not less frequent than every thirty days (30), render to Feeder Patents Company complete statements as to the funds and investments so in his hands, and as to the expenditures therefrom, and all his books and accounts [fol. 16745] relating thereto shall at all reasonable times be open to the inspection of Feeder Patents Company.

In Witness Whereof the parties have hereunto set their hands on the day and year first above written.

Charles B. Belknap, Feeder Patents Company, By Herbert Knox Smith, Treasurer & Secretary.

[fol. 16746] GOVERNMENT EXHIBIT No. 100

Agreement as to Current License Fees

Whereas, Tucker, Reeves and Beatty a firm, of Columbus, Ohio, have of even date herewith, assigned to Charles B. Belknap of Detroit, Michigan, certain Five (5) License Agreements, namely:

Isaac R. Stewart (assigned to Capstan Glass Company),
The Federal Glass Company,
Hart Glass Manufacturing Company,
Hemingray Glass Company,
Winslow Glass Company,

Whereas, the license or royalties fee payable under said licenses are due and payable at the end of certain periods, no period longer than six (6) weeks, and that these periods do not end concurrently,

Now, Therefore, in consideration of One (1) Dollar and other valuable and sufficient considerations acknowledged each to the other in hand paid, it is mutually agreed that,

(1) All license and royalty fees earned on and prior to the date hereof shall belong to Tucker, Reeves and Beatty;

(2) That all moneys, checks, or bills of exchange for such license and royalty fees accrued and comprising the total fees for the periods now running shall be payable to [fols. 16747-16748] Tucker, Reeves and Beatty;

(3) That Tucker, Reeves and Beatty shall with reasonable promptness after the receipt of the fees from any of the above licensees for the current period including the date hereof pay to said Charles B. Belknap the sum equivalent to the royalty or license fee received from said licensees for that remaining portion of the current period comprising the day after the date hereof to and including the last day of said period, and thereafter all such income shall be paid by the licensees to and shall belong to Belknap and his assigns.

Signed at Columbus, Ohio this 14th day of August, 1925.
Charles B. Belknap, Tucker, Reeves and Beatty, by Oliver M. Tucker, William A. Reeves, James M. Beatty.

In Presence of Dorothy Loechler.

[fol. 16749] GOVERNMENT EXHIBIT No. 101

Division of Capstan Royalties and Determination of Federal Royalties

Preamble

This Agreement made this 14th day of August, 1925, between The Federal Glass Company, a corporation organized under the laws of Ohio (hereinafter called "Federal") and Charles B. Belknap, of Detroit, Michigan,

Witnesseth, That

Whereas There is now outstanding a certain license agreement originally made between Oliver M. Tucker and William A. Reeves, both of Columbus, Ohio and The Federal Glass Company and Isaac R. Stewart (said license and the sundry amendments thereto later assigned to Capstan Glass Company by said Stewart) which said license as amended from time to time is evidenced by and embodied in the following instruments:

Agreement dated June 22, 1917, between The Federal Glass Company, Oliver M. Tucker and William A. Reeves, and Isaac R. Stewart.

Modification Agreement dated January 22, 1920, between the same parties, including also James M. Beatty.

Agreement dated June 30, 1920, between the same parties including Beatty.

[fol. 16750] *Agreement* dated January 27, 1923, between the same parties, including Beatty.

Agreement dated January 24, 1924, between the same parties, including Beatty; relating to division of license fees.

Agreement of January 24, 1924, between the same parties, including Beatty; relating to extension of field of ware; and

Whereas, Federal, as sole Licensee of Tucker, Reeves and Beatty for the manufacture of block mould ware on their glass feeding machine and their inventions thereon, in and by said license to Stewart, as amended and assigned to Capstan Glass Company, granted and licensed the right to make (1) packers ware, block mould type, with jelly rings thereon, and, (2) round bottom family jelly glasses, all at a royalty rate of One (1) cent per hundred articles higher than the royalty payable on such ware by Federal

to Tucker, Reeves and Beatty, such royalty to be payable on only such articles as are fit for sale or sold; and

Whereas, upon all articles, other than those mentioned in divisions (1) and (2) of the preceding paragraph, which said Stewart and his assignee Capstan Glass Company are by said license, as amended, authorized to make, said Stewart and Capstan are to pay the royalties directly to Tucker, Reeves and Beatty, and Federal is not entitled to any part thereof; and,

[fol. 16751] Whereas, in the license agreement between Tucker and Reeves and The Federal Glass Company dated November 27, 1916, as amended by the agreement between Tucker, Reeves and Beatty and The Federal Glass Company, dated July 17, 1924, it is provided that royalty rates, on all ware for which the rates are not fixed in said agreements, shall be determined by J. S. Bracken, James M. Beatty, William A. Reeves and Oliver M. Tucker, such rates to be equitable and in accordance with other ware already established; and

Whereas, the parties hereto desire to change the method by which and the persons by whom such royalty rates shall be fixed on such other ware as Federal may hereafter make under the said license; and

Whereas the said Tucker, Reeves and Beatty have assigned to the said Belknap all of their right, title and interest in and under both of said licenses as amended;

[fol. 16752] Now, therefore; the parties hereto in consideration of the covenants herein contained, agree as follows:

Section 1. All of the royalties and other income payable under said Stewart (Capstan) license shall be payable to and received by the said Belknap, or his representative or assigns. The said Belknap, his representative or assigns, shall promptly collect and pay over to Federal, as and when collected by him or them, a sum equivalent to said One (1) cent per hundred articles of (1) packers ware, block mould type, with jelly rings thereon, and (2) round bottom family jelly glasses, fit for sale or sold and made under said license:

Said Belknap shall accompany said payment with a copy of the Capstan Glass Company's production report for that period covered by said payment, and said Belknap shall at the request of The Federal Glass Company appoint its

authorized representative as his agent with power to inspect the books and accounts of The Capstan Glass Company to the extent provided in the said license contracts.

Section 2. The following provision in said license agreement between Tucker, Reeves and Beatty and The Federal [fol. 16753] Glass Company set forth in paragraph 5 (d) of said amending agreement dated July 17, 1924, to-wit:

"and that all royalties as to new ware shall be fixed at rates which shall be determined by J. S. Bracken, James M. Beatty, William A. Reeves and Oliver M. Tucker, such rates to be equitable and in accordance with other ware already established, such rates to be determined by said four parties."

is hereby and from this date forth, cancelled and annulled, and in lieu thereof, effective this date, the following provisions is hereby adopted as an amendment to said agreement:

"All royalty rates for all ware included in and covered by said license agreement dated December 27, 1916 or said amending agreement dated July 17, 1924, which are not specifically fixed and set out in (1) said agreements, or either of them, or (2) in schedules attached thereto, respectively, at the time they, respectively, were executed, shall be fixed and determined from time to time as The Federal Glass Company or Capstan Glass Company shall commence to make any ware, under the said licenses, for which rates shall not have been previously so fixed, by two arbitrators, one of whom shall be appointed by The Federal Glass Company, its successors or assigns, and one by Charles B. Belknap, his representatives or assigns. If the arbitrators shall fail to agree as to any royalty or royalties they shall appoint an umpire whose decision as to such royalty or royalties shall be final. The royalty rates so fixed or determined by the arbitrators or by the umpire shall be set forth in writing in duplicate signed by them or him and one copy thereof delivered to The Federal Glass Company, its successors or assigns, and one to said Belknap, his repre- [fol. 16754] sentatives or assigns. Such royalty rates shall be so fixed and determined by the arbitrators and by the umpire that they shall be equitable and shall be comparable

and in accordance with the royalty rates previously established or determined for other ware."

Section 3. Federal hereby sells, assigns and sets over to Belknap, his representatives and assigns all its interest and rights as grantor in the license granted by Federal and Tucker and Reeves, and/or Tucker, Reeves and Beatty to Stewart (assigned to Capstan) and the several amendments and supplements thereto, excepting the royalty of one (1) cent per hundred articles on the ware mentioned in sub-divisions (1) and (2) of Section 1 hereof. It is clearly understood however that The Federal Glass Company in no way surrenders and in no way consents to any extension of the Capstan license so as to permit any third person, firm or corporation to make the ware under which The Federal Glass Company and Stewart and/or his assignee have exclusive rights.

In Witness Whereof the parties hereto have caused their names and seals to be affixed hereto, on the day and year first above mentioned, The Federal Glass Company acting [fol. 16755] herein by James M. Beatty duly authorized thereto.

The Federal Glass Company, By James M. Beatty, Charles B. Belknap.

In Presence of: Dorothy Loechler.

Columbus, Ohio, August 14th, 1925.

Oliver M. Tucker, William A. Reeves and James M. Beatty, individually and as the partnership of Tucker, Reeves and Beatty, hereby consent to the execution of the foregoing instrument and further hereby release, assign and quitclaim to Charles B. Belknap, his representatives and assigns, all their right, title and interest in and to any and all royalties and other income arising from or in connection with the above mentioned licenses, or either of them, and earned from and after the date hereof.

Oliver M. Tucker, William A. Reeves, James M. Beatty. Tucker, Reeves and Beatty, By Oliver M. Tucker.

[fol. 16756] GOVERNMENT EXHIBIT No. 102

Agreement on Tucker & Reeves' Machines for Foreign Use

Agreement made this 14th day of August, 1925, between The Owens Bottle Company an Ohio corporation, Hartford-Empire Company a Delaware corporation and the firm of Tucker, Reeves & Beatty of Columbus, Ohio:

Witnesseth:

Tucker, Reeves & Beatty are building one Tucker & Reeves Feeder and contemplate building another Tucker & Reeves Feeder in their shop at Columbus, Ohio, one thereof for use in Cuba and one for use in Canada. Owens and Hartford, in consideration of One ($1.00) Dollar to them in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, agree that they will not use any patent of the United States now or later owned or controlled by them to stop the building and shipping of said two feeders for use aforesaid; provided that they shall both be built and shipped out of the United States within nine months from the date hereof; and provided further that neither they nor either of them or any one claiming under them shall be estopped or in any wise, by this agreement, or otherwise, prevented from suing for in-
[fols. 16757-16758] fringement and injunction on or by virtue of any and all patents of Cuba or Canada owned or controlled by them or either of them or any one claiming under them, on account of the sale or use of said feeders or either of them in Cuba or Canada. Further Tucker, Reeves & Beatty, for themselves and those to whom they sell or deliver or license said feeders agree that neither they nor any of them shall claim any estoppel in any such suit for infringement or injunction on account of this agreement and waiver.

In Witness Whereof, the parties have hereunto set their names on the day and year first above written.

The Owens Bottle Company, By H. H. Baker, Treas.; Hartford-Empire Company, By F. Goodwin Smith, V. P.; Tucker, Reeves & Beatty; Oliver M. Tucker, William A. Reeves, James M. Beatty.

[fol. 16759] GOVERNMENT EXHIBIT No. 103

Agreement made this 31st day of December, 1925, between The Owens Bottle Company, a corporation of Ohio, hereinafter called "Owens", of the first part, and Hartford-Empire Company, a corporation of Delaware, hereinafter called "Hartford", of the second part,

Witnesseth: Owens and Hartford each own one-half of the capital stock of Feeder Patents Company, a corporation of Delaware. Feeder Patents Company holds an option from Charles B. Belknap to take over from him any one or more or all of the five licenses granted by Tucker, Reeves and Beatty, for the use of certain feeding machines and the inventions covering the same, to (a) The Federal Glass Company, (b) Capstan Glass Company, (c) Winslow Glass Company, (d) Hart Glass Manufacturing Company and (e) Hemingray Glass Company; the entire interest of the licensors in said five licenses having been assigned by Tucker, Reeves and Beatty to Belknap on August 14, 1925; and the interest of The Federal Glass Company, as grantor, in and to said Capstan license, having been, on the same date, assigned, with certain exceptions, to Belknap.

[fol. 16760] Hartford desires that Feeder Patents Company shall exercise its said option as to each of said licenses as and when Hartford shall request and thereupon assign to Hartford all its interest in said licenses as to which it shall have exercised its said option, whereupon Hartford will procure the surrender of some or all of said licenses so assigned to it and the acceptance by the surrendering licensees of licenses direct from Hartford for the use of said feeding machines, including the right to secure certain other feeding machines from Hartford, and will, as to such of such licenses as are not so surrendered, make certain modifications and supplements thereto;

Now, Therefore, in consideration of the premises and of the several covenants hereinafter contained, It Is Agreed As Follows:

1. Upon the assignment of any such license, and the payment of the royalties accrued thereunder, by Belknap to Feeder Patents Company, Hartford will pay to Feeder Patents Company one hundred thousand dollars ($100,000) in cash for the assignment to it by Feeder Patents Company of such license. Owens and Hartford shall cause Feeder Patents Company to exercise its said option, as aforesaid, and

to make such assignment to Hartford, and shall cause the [fol. 16761] royalties received by Feeder Patents Company from Belknap to be distributed by Feeder Patents Company as a cash dividend, first reserving a fund sufficient to pay taxes and expenses, and shall cause the cash received from Hartford for the assignment of said licenses to be distributed to the stockholders of Feeder Patents Company as a return of capital.

2. Upon the making of each such distribution by Feeder Patents Company by way of return of capital, Owens shall pay to Hartford the sum of fifty thousand dollars ($50,000) in cash.

3. Hartford hereby assigns to Owens one-half of the gross income to accrue from the date of assignment to Hartford by Feeder Patents Company to July 1, 1945, and to be collected by Hartford or its assigns, under each and all of said licenses so to be assigned and so assigned to it by Feeder Patents Company, and from all feeders covered by such licenses and/or covered by each and all licenses substituted or to be substituted by Hartford for, or issued in lieu of such licenses, or under any amendment of any or all of said five licenses; Provided that the total amount of such one-half above assigned by this Section shall, for any year from July 1, 1941 to July 1, 1945, in no case exceed one-half of the average yearly amount of such gross income [fol. 16762] for the period from July 1, 1926 to July 1, 1941. It is the intention of the parties in this Section that income derived from Hartford feeders which may be licensed to any such licensee, and which displace from licensing or use and are used in lieu of Tucker and Reeves feeders previously licensed to such licensee, shall come under and be subject to this agreement; and on the other hand, that income from Hartford feeders which may be licensed to such licensee and which do not so displace from licensing or use and become or be in lieu of Tucker and Reeves feeders, but which constitute additional equipment for such licensee, shall not be subject to or come under this agreement. If Owens and Hartford shall be unable to agree as to whether there has, at any time, or from time to time, been any such displacement from licensing or use, or as to the amount or extent of such displacement, or the resulting effect on the amount payable to Owens by Hartford hereunder, or shall

disagree as to any other matter involving the construction or operation of this agreement, then such questions, or any of them, shall, upon demand of either party, be submitted to the arbitration of three arbitrators, one of whom shall be appointed by Hartford, one by Owens and the third by the two so appointed, the decision of a majority of such arbitrators to be final and binding between the parties. Provided, however, that in no event shall the amount payable to Owens hereunder for any given year be less for each particular licensee of said five licensees than one-half of the smaller of the two amounts described as follows:

[fol. 16763] (a) The total royalties paid by the said licensee to Belknap and Hartford for the use of feeders for the year beginning August 15, 1925 and ending August 14, 1926.

(b) The total royalties paid by the said licensee to Hartford or its assigns for the use of feeders under all its licenses for the year in question.

4. Hartford shall collect the said income from all of said licenses mentioned in the next preceding paragraph and make remittance to Owens of its one-half interest on or before the tenth of each month for the collections made by it during the preceding calendar month.

5. Owens will not file the foregoing assignment, or notice thereof, with any of said licensees unless in its opinion it becomes necessary so to do to protect its interests; but upon so filing or giving notice Owens shall have the right to make collection of its said one-half of said income direct from the licensees.

6. If the licensee's interest in any one or more of the licenses mentioned in paragraph 3 hereof (i. e., only those licenses in the income from which Owens is, by this agreement, entitled to a half interest and which later in this paragraph are referred to as "first licenses") shall, by assignment, merger or otherwise, come to be held by a person, firm or corporation then holding a license or licenses from Hartford, (later in this paragraph referred to as "second licenses") Owens' share of the income thereafter collected [fol. 16764] by Hartford from such person, firm or corporation on account of all of said "first licenses" and "second licenses", or on account of the one or more licenses into

which they shall be merged, shall be one-half of that proportion of such income which the income from the "first licenses" for the two year period next preceding such assignment or merger bears to the aggregate income from the "first licenses" and the "second licenses" during said two year period.

7. This agreement shall expire by limitation of its term on July 1, 1945.

8. This agreement is independent of and shall not in any manner be affected by the General Agreement among Owens and Hartford and others dated April 9, 1924. It is further understood that no part of the income of which Owens receives one-half under this agreement shall be considered or treated as a part of "Hartford's Income from Licensed Inventions", which "Income from Licensed Inventions" is defined in paragraph C of Section 1 of said General Agreement.

9. The benefits and obligations of this agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto.

[fol. 16765-16766] In Witness Whereof the parties have hereunto caused their corporate names and seals to be hereunto attached on the day and year first above written by their respective officers duly authorized in the premises.

The Owens Bottle Company, by W. H. Boshart, President.

Attest: H. H. Baker, Assistant Secretary.

Hartford-Empire Company, by F. Goodwin Smith, Vice President.

Attest: Herbert Knox Smith, Secretary.

[fol. 16767] GOVERNMENT EXHIBIT No. 105

Memorandum of Agreement made this 31st day of December, 1925, among Charles B. Belknap, of Detroit, Michigan, hereinafter called "Belknap," Feeder Patents Company, a corporation of Delaware, hereinafter called "Feeder Company," Hartford-Empire Company, a corporation of Delaware, hereinafter called "Hartford," and The

Owens Bottle Company, a corporation of Ohio, hereinafter called "Owens Company,"

Witnesseth: Whereas Belknap and Feeder Company entered into an agreement under date of August 14, 1925, whereby Belknap granted to Feeder Company an option to take over and have assigned to it all his interest in any one or more of the five following license agreements, together with the net income received by him therefrom, and the title to all feeders covered by said licenses, to-wit: licenses from Tucker and Reeves and/or Tucker, Reeves and Beatty to (1) Isaac R. Stewart, afterwards assigned by Stewart to Capstan Glass Company, (2) The Federal Glass Company, (3) Winslow Glass Company, (4) Hart Glass Manufacturing Company, and (5) Hemingray Glass Company;

[fol. 16768] Now, Therefore, in consideration of one dollar ($1.00) by each of the parties hereto paid to each of the other parties hereto, and in consideration of the several covenants hereinafter set forth, It Is Hereby Agreed Among The Parties As Follows:

1. Feeder Company now and hereby exercises its said option to take over from Belknap and have assigned to it said Hemingray, Winslow, Federal and Capstan licenses and the royalties received by him thereunder, and also ratifies and approves the action of the officers of this Company and Belknap in exercising said option December 21, 1925 as to said Hart license, and in making transfer thereof and agreeing to take over the income therefrom.

2. Belknap has, pursuant to said exercise of said option, this day paid to Feeder Company the royalties and income received by him from said Hemingray, Winslow, Hart, Federal and Capstan licenses, receipt whereof is hereby acknowledged, and does hereby assign and set over to Feeder Company all his right, title and interest in and to said Hemingray, Winslow, Capstan and Federal licenses. Feeder Company accepts such assignment of licenses and [fol. 16769] agrees to perform the covenants thereof.

3. Said option is not exercised as to any Tucker & Reeves feeders licensed under said licenses, nor does this assignment include any of such feeders.

4. Feeder Company, Owens and Hartford agree to indemnify and hold harmless Belknap from any and all liabilities, obligations, costs, damages, taxes and expenses imposed upon or assumed by him by virtue of the provisions of said Hemingray, Winslow, Hart, Federal and Capstan licenses or any of them or by virtue of the instrument of assignment whereby he acquired title thereto or by the ownership by him of the title thereto, or the collection and disbursement of the income therefrom.

In Witness Whereof Belknap has hereunto set his hand and Feeder Company, Hartford and Owens have hereunto caused their corporate names and seals to be affixed by their respective officers duly authorized in the premises.

Charles B. Belknap, Feeder Patents Company, by Robson D. Brown, President. [Corporate Seal.]

Attest: Herbert Knox Smith, Secretary.

[fols. 16770-16771] Hartford-Empire Company by Goodwin Smith, Vice President. The Owens Bottle company, by W. H. Boshart, President.

Attest: Herbert Knox Smith, Secretary. Attest H. H. Baker, Assistant Secretary.

[fols. 16772-16773] GOVERNMENT EXHIBIT No. 106

Hartford, Connecticut, Dec. 31, 1925

Know all men by these presents that I, Charles B. Belknap, of Detroit, Michigan, in consideration of one dollar and other valuable considerations to me in hand paid, receipt of which is hereby acknowledged, do hereby assign and set over to Feeder Patents Company, a corporation of Delaware, all my right, title and interest in and to any and all patent licenses granted by Tucker and Reeves and/or Tucker, Reeves and Beatty to (a) The Federal Glass Company, (b) Isaac R. Stewart, later assigned by Stewart to Capstan Glass Company, (c) Hemingray Glass Company and (d) Winslow Glass Company, excepting such title as I may have to the feeders covered by said licenses or any of them.

In Witness Whereof I have hereunto set my hand the day and year first above written.

Charles B. Belknap. In the presence of Herbert Knox Smith, Robson D. Brown.

[fol. 16774] GOVERNMENT EXHIBIT No. 107

Hartford, Connecticut, Dec. 31, 1925.

Know all men by these presents that Feeder Patents Company, a corporation of Delaware, in consideration of One Dollar and other valuable considerations paid and to be paid to it by Hartford-Empire Company, a corporation of Delaware, hereby assigns and sets over to said Hartford-Empire Company all its right, title and interest in and to any and all patent licenses granted by Tucker and Reeves and/or Tucker, Reeves and Beatty to

(a) Hemingray Glass Company
(b) Winslow Glass Company
(c) The Federal Glass Company
(d) Isaac R. Stewart, later assigned by him to Capstan Glass Company

In Witness Whereof Feeder Patents Company has hereunto caused its corporate name and seal to be affixed the day and year first above written.

Feeder Patents Company, by Robson D. Brown, President.

Attest: Herbert Knox Smith, Secretary.

[fol. 16775] GOVERNMENT EXHIBIT No. 108

Agreement Amending Agreement of April 9, 1924

This Agreement made this 9th day of February 1925 between The Owens Bottle Company, a corporation of Ohio, and having its principal place of business at Toledo, Ohio, and the Hartford-Empire Company, a corporation of Delaware, and having its principal place of business at Hartford, Connecticut, and Hartford-Fairmont Company, a corporation of New York, for the purpose, and in consideration of amending and making more definite a certain Agreement dated April 9, 1924, between said two companies and others.

Witnesseth, That the parties hereto agree that Section 21 of said Agreement of April 9, 1924 shall be and is hereby amended to read as follows, said amended reading to be effective as of February 2nd 1925.

"*Section 21. Joint Acquisition of Outside Rights*

In case either Owens or Hartford shall desire to acquire prior to July 1st, 1941, any interest in any inventions, patents or patent rights, which if so acquired would come within the definition of Licensed Inventions, such prospective acquirer shall offer to the other of such parties, Owens or Hartford, the right to join in such acquisition, each party bearing one-half of the cost or consideration thereof, [fol. 16776] whether such cost or consideration shall be in the nature of a sum or sums of money, or a royalty, and whether paid in a single sum or periodically, or otherwise. In case such other party refuses so to join in such acquisition, the party proposing such acquisition may immediately but only within Five (5) years from the date of this Agreement, submit the question of such acquisition to the arbitrators provided for in this Agreement. Said arbitrators, if satisfied that the acquisition will be advantageous to both Owens and Hartford, shall have power during said five years of this Agreement to order such acquisition by Hartford, in which case the said price or consideration paid for the acquisition of such inventions, patents or patent rights, shall be a deduction from the Divisible Income of Hartford before calculating the royalty due to Owens under Section 6 of this Agreement. But the arbitrators shall not have power to order the acquisition of inventions, patents or patent rights for a price or consideration exceeding a total sum for any one year equal to one-half (½) of the Divisible Income of Hartford for the year immediately preceding. Except as provided in the following part of this Section 21, any inventions, patents or patent rights so acquired shall at once be included in Licensed Inventions, and shall, for [fol. 16777] the purposes of reserving rights under them to Owens and/or its named subsidiaries, be deemed to have been contributed by Owens and/or its named subsidiaries in the sense and for the purposes in which the word "contributed" is used in Sections 2 and 11 of this Agreement. There shall be reserved to Owens and/or its Named Subsidiaires in such inventions, patents and/or patent rights so acquired, the same rights as are reserved to Owens and/or its Named Subsidiaries by Section 2 of this Agreement in Licensed Inventions contributed by Owens and/or its Named Subsidiaries, and the same rights as are reserved to Owens and/or its Named Subsidiaries by Section 11 of this Agreement under patents and inventions contributed

by Owens and/or its Named Subsidiaries or herein licensed to Hartford by Owens and/or its Named Subsidiaries. Nothing in this Section shall prevent either party from acquiring at its own expense any invention, patent or patent rights after the other party shall have had and refused an opportunity to join in acquiring the same as above set forth, on an equal division of the cost thereof; and in case such purchase shall be consummated after July 1st, 1936, the party so acquiring shall hold such acquired inventions, patents or patent rights free from any obligations under this Agreement."

[fols. 16778-16785] In Witness Whereof the parties hereto have caused their names and corporate seals to be affixed hereto and to a duplicate hereof, the day and year first above written, The Owens Bottle Company acting herein by J. D. Biggers, its Vice President, and the Hartford-Empire Company by F. Goodwin Smith, its Vice President, and the Hartford-Fairmont Company, by F. Goodwin Smith, its President, both thereunto duly authorized.

The Owens Bottle Company, by J. D. Biggers, Vice President. (Seal.)

In presence of H. H. Baker, R. H. Taylor.

Hartford-Empire Company, by F. Goodwin Smith, Vice President. (Seal.)

J. L. Atherton, Herbert Knox Smith.

Hartford-Fairmont Company, by F. Goodwin Smith, President. (Seal.)

J. L. Atherton, Herbert Knox Smith.

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[fol. 16786] GOVERNMENT EXHIBIT No. 112

Agreement to Sell Patent Rights

(Pratt-Rankin)

Whereas Rankin Automatic Glass Feeder Company Limited of London and York, England, (hereinafter called the "seller") is the owner of the Letters Patent of the

United States and of applications for such Letters Patents which are set forth in Schedule A attached hereto (all of which patents and applications are hereinafter referred to as "patent rights") and

Whereas Hartford-Empire Company, (hereinafter called "Hartford") a corporation organized under the laws of Delaware and having its principal place of business at Hartford, Connecticut, desires to obtain full title to all of said patent rights and to certain improvements specified below;

Now Therefore, this Agreement, made this 18th day of October, 1928 between said seller and said Hartford,

Witnesseth, that the said seller, Rankin Automatic Glass Feeder Company Limited, in consideration of the sum of Five Thousand (5,000) Dollars paid to said seller by said Hartford, the receipt of which sum is hereby acknowledged, agrees with said Hartford as follows—

Section 1. Agreement to Assign.

The said seller agrees that upon the payment to the seller by Hartford of the additional sum of Fifty-eight Thousand Five Hundred (58,500) Dollars the said seller will there- [fol. 16787] upon sell, assign, transfer, convey and set over to Hartford all of said patent rights set forth in said Schedule A, together with all rights and privileges pertaining thereto, and including all rights of action and all damages and profits recoverable at law or in equity for past infringement of the said Letters Patent or any of them.

Section 2. Further Action by Seller.

The seller further agrees that without further consideration it will, upon such transfer, execute and deliver to Hartford all such other and further instruments as shall be necessary or appropriate to vest in Hartford full right, title and interest in and to all of said patent rights, and will further, so far as in its power, upon the request and expense of Hartford, assist Hartford in procuring the issuance of United States patents upon each of said patent applications, and in defending or prosecuting patent litigation in which Hartford shall hereafter be involved dealing with any of said patent rights or with machines embodying the same. And the seller also agrees, without further consideration, to deliver to Hartford, upon such transfer, a full set of the

working drawings of the Rankin Feeder described in Section 4 below.

Section 3. Warranty of Title

The seller hereby agrees that upon such transfer of the patent rights to Hartford and upon the payment of the additional sum of $58,500, set forth in Section 1 hereof, the seller will execute and make a covenant with and warranty to Hartford that the seller at the date of such transfer has full and complete title to all of said patent rights, and that [fol. 16788] there are, on such date, no agreements, leases, conveyances, assignments or licenses outstanding with other parties upon or relating to any of said patent rights, and that the same are not subject to any incumbrances whatsoever.

Section 4. Improvements

The seller also agrees that it will, upon such transfer and without further consideration, and, during the term of the patent latest to issue upon said patent applications, duly notify Hartford of any improvements that may from time to time be devised or acquired by said seller, and will furnish to Hartford such information as may be necessary for comprehension of such improvements.

And said seller will, at the request of Hartford, insofar as the seller may have the right to do so, execute and deliver to Hartford formal application papers, powers of attorney, assignments and such other instruments as are necessary to enable Hartford to obtain and maintain for its own exclusive ownership Letters Patent of the United States upon such improvements, Hartford to pay the expense of preparing such instruments.

[fol. 16789] In Witness Whereof the said Rankin Automatic Glass Feeder Company Limited has hereunto set its name and seal the day and year first above written, acting herein by Charles James Purdie Pratt, its Managing Director, thereunto duly authorized.

Rankin Automatic Glass Feeder Co. L., C. J. P. Pratt, Managing Director. In presence of —— ——.

[fols. 16790-16791] SCHEDULE "A"

Annexed to Agreement to Sell Patent Rights, between Rankin Automatic Glass Feeder Company Limited and Hartford-Empire Company, dated October 18, 1928.

List of U. S. Patents and Applications

Patents:

No. 1,227,545,	dated	May	22, 1917
No. 1,365,541,	"	January	11, 1921
No. 1,518,109,	"	December	2, 1924
No. 1,599,790,	"	September	14, 1926
No. 1,600,361,	"	September	21, 1926
No. 1,631,061,	"	May	31, 1927

Applications:

Serial No. 323,351, filed September 12, 1919. Renewed March 29, 1922, as Serial No. 547,907;
Serial No. 613,877, filed January 20, 1923;
Serial No. 674,604, filed November 14, 1923;
Serial No. 18518, filed March —, 1925.

C. J. P. Pratt, Wm. H. Honiss.

[fol. 16792] GOVERNMENT EXHIBIT No. 113

Assignment of U. S. Patent Rights

This assignment made the 9th day of November, 1928, Witnesseth that the Rankin Automatic Glass Feeder Company Limited, of London and York, England, a company or corporation organized and existing under the laws of Great Britain, Carl Henry Rankin (sometimes designated Charles H. Rankin), Charles James Purdie Pratt, and William Leslie Pratt, all having a place of business at No. 1 Charterhouse Street, London, E. C. 1, England, and all hereinafter collectively designated Assignors, in consideration of One (1) Dollar and of other valuable considerations received from Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford in the State of Connecticut in the United States, hereinafter designated Assignee, have sold and do by these presents sell assign transfer

convey and set over to the said Hartford-Empire Company its successors and assigns, all the right title and interest in to and under any and all Letters Patent and Applications for Letters Patent of the United States of America, and the inventions therein described, relating to the feeding of molten glass, in which the Assignors jointly or severally, now have or may have any right title or interest whatever, including particularly the Letters Patent and Applications for Letters Patent designated in the follow- [fol. 16793] ing Schedule, and including any and all Letters Patent and Applications for Letters Patent of the United States and inventions and improvements relating to the feeding of molten glass, in which said Assignors or any of them now have or may have any right title or interest whatever, and that may have been omitted from said Schedule by inadvertence or otherwise, together with the Letters Patent to be isued on said applications and including any and all divisions, continuations and renewals of all of said applications, and any and all reissues and extensions of all of said Letters Patent, with all rights and privileges pertaining thereto, including all rights of action and all damages and profits recoverable at law or in equity for past infringement of the said Letters Patent or any of them.

And the Assignors hereby authorize and request the Commissioner of Patents to grant each and every patent issued on the said applications to the Hartford-Empire Company, its successors and assigns, in accordance with this assignment.

Schedule

Patents:

No. 1,365,541,	dated	January	11, 1921
1,518,109,	"	December	2, 1924
1,599,790,	"	Sept.	14, 1926
1,600,361,	"	Sept.	21, 1926
1,631,061,	"	May	31, 1927

[fol. 16794] *Applications:*

1934 Serial No. 323,351, filed September 12, 1919, Renewed March 29, 1922, as Serial No. 547,907;
1935 Serial No. 613,877, filed January 20, 1923;
1936 Serial No. 674,604, filed November 14, 1923;
Serial No. 18,518, filed March 26, 1925.

And the said Assignors do for themselves their successors assigns and all legal representatives, warrant to and covenant with the Assignee its successors and assigns that at and until the execution of this assignment they the said Assignors jointly or severally have full possession of the entire right title and interest in to and under all of the above mentioned Letters Patent and Applications for Letters Patent, and have good and complete right to bargain and sell the same in manner and form as is above written, and that there are no agreements, leases, conveyances, assignments or licenses outstanding with other parties, upon or relating to any of the patent rights herein conveyed, and that the same are free from any and all encumbrances whatsoever.

And for the said consideration, the said Assignors jointly and severally agree that they will throughout the term of any patent designated in said Schedule and of any patent issued upon any of the applications designated in that Schedule duly notify the Assignee of any and all inventions and improvements which have been or may from time to time during said term be devised or acquired by the As- [fol. 16795] signors or any of them, in methods or apparatus relating to the feeding of molten glass, and particularly any and all inventions and improvements in or relating to the machine known as the "Rankin Automatic Glass Feeder", and will without charge furnish to the Assignee such descriptions and drawings as may be necessary for the comprehension of the said improvements. The Assignors will also, upon the request and at the expense of the Assignee, assign transfer convey and set over to the Assignee all rights titles and interests of the Assignors, or any of them, for the United States of America in to and under said inventions and improvements, and will execute or obtain the execution of all application papers, powers of attorney, assignments, declarations and other documents required to enable the Assignee to obtain the grant to the Assignee of Letters Patent of the United States on all of said inventions and improvements and to vest in the Assignee, its successors and assigns, the entire right title and interest therein.

In Witness Whereof the said Assignors have hereunto set their hands and seals, the Rankin Automatic Glass Feeder Company Limited acting herein by the hand of its

[fols. 16796-16799] Managing Director, thereto duly authorized.

Rankin Automatic Glass Feeder Company Limited, by C. J. P. Pratt, Managing Director, Carl Henry Rankin, (L. S.), W. L. Pratt, (L. S.), C. J. P. Pratt(L S.). Witnesses: [Signature not legible] 2 Harley Street, London, England.

[fol. 16800] GOVERNMENT EXHIBIT No. 142

General License Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company

Dated July 1, 1932

[fol. 16802-16803] Index to Sections and Schedules

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[fol. 16804] General License Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company

Agreement made and entered into as of the 1st day of July, 1932, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Hazel-Atlas Glass Company, a corporation of West Virginia, having its principal place of business at Wheeling, West Virginia, (hereinafter called "Hazel-Atlas").

Whereas, Hartford is the owner of patents, patent applications and patent rights relating to glass-working machinery and the manufacture of glassware, and is engaged in the development and the commercializing of inventions relating to such machinery and manufacture, and has instituted patent suits against Hazel-Atlas and one of its subsidiaries for infringement of various patents owned by Hartford, obtaining decisions that Hazel-Atlas and such subsidiary have infringed certain of Hartford's patents and should be enjoined from further infringement and should account for past infringement; and

Whereas, Hazel-Atlas is engaged in the manufacture of glassware, and is the owner of patents, patent applications and patent rights relating to glass-working machinery and the manufacture of glassware, and is engaged in the com-
[fol. 16805] mercial use of inventions relating to such machinery and manufacture, and

Whereas, the parties hereto are desirous of entering into this Agreement,

Now, therefore, in consideration of the premises and of the mutual promises and covenants herein contained, and the payment by Hazel-Atlas to Hartford of the sum of One Million Dollars ($1,000,000), it is agreed as follows, viz:

Section 1. Definitions of Licensed Inventions: "Licensed Inventions" shall be defined as and held to include the following inventions and/or interests therein now owned or controlled, or hereafter and prior to January 3, 1945, owned, acquired or controlled by either party hereto, in so far the same are included in the Inventions described below in this Section 1.

Inventions of apparatus for or methods of feeding mold charges of molten glass (hereinafter called "Feeder") from furnaces to forming machines, excluding, however, from this definition apparatus for, and methods of, drawing glass by suction into molds. Drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold, shall be included in "Licensed Inventions."

Inventions of apparatus for or methods of forming glass by forming machines (hereinafter called "Formers") if and so far as such inventions are used or usable with, but only for use with, apparatus for and/or methods of glass feeding, other than said drawing glass by suction into molds, and other than hand-manipulated punties, hand-manipulated blow-pipes or other hand process.

[fol. 16806] Inventions relating to furnaces as such and other apparatus, and not being functional parts of the feeding or forming process, shall not be included in Licensed Inventions.

Section 2. Hartford Release and License to Hazel-Atlas. Hartford releases Hazel-Atlas, its present subsidiaries and each of them, from any and all claims an demands by Hartford in law or equity for profits and/or damages arising from any past infringement of any and all patents, owned or controlled by Hartford, on any Licensed Inventions.

Hartford grants to Hazel-Atlas a non-exclusive, non-assignable (except to its successors in business) and non-divisible (except to its subsidiaries in accordance with the provisions of Section 13 of this Agreement) license to make or have made for it, and to use, machines and/or methods embodying Licensed Inventions for the manufacture of glass ware (and parts thereof or therefor), subject, how-

ever, to all the exclusions of Hartford enumerated in Schedule A attached hereto. Such license to Hazel-Atlas shall be under all Licensed Inventions and under all United States patents now issued or hereafter issued thereon in so far as such patents cover any Licensed Invention, such license to run to January 3, 1945, unless sooner terminated as hereinafter provided, and shall be evidenced by the issuance to Hazel-Atlas by Hartford of an individual license, in substantially Hartford's standard form as illustrated in Schedule B. attached hereto, covering each mechanism used and owned by Hazel-Atlas, embodying any Licensed Invention.

Hazel-Atlas shall not sell or otherwise dispose of any feeder mechanism so licensed by Hartford, except to a subsidiary of Hazel-Atlas and subject to the license thereon.

[fol. 16807] Section 3. Royalties Payable by Hazel-Atlas. Hazel-Atlas agrees to pay to Hartford royalties on all merchantable glassware manufactured by Hazel-Atlas during the life of this Agreement, by the use of any Licensed Invention, at Hartford's Lowest Rates as defined below in this Section 3.

A. *Feeders.* Schedule C attached hereto is a schedule of Hartford's Lowest Rates applying to Feeders now operated by Hazel-Atlas. Hartford shall promptly notify Hazel-Atlas of any change therein.

In the event that Hazel-Atlas shall use, in lieu of Licensed Inventions relating to Feeders, any apparatus or method (other than apparatus for or methods of drawing glass by suction into molds), not embodying any such Licensed Invention, Hazel-Altas shall pay no royalties upon glassware so produced; but if, in any calendar year, such production of glassware by Hazel-Atlas shall exceed one-fifth (1/5) of the total glassware produced during that year by Hazel-Atlas (other than with apparatus for or methods of drawing glass by suction into molds then the payment by Hartford to Hazel-Atlas for that year under this Agreement shall be reduced by an amount equal to two-thirds (⅔) of the royalties which would have been payable (at the rates provided by Schedule C and any modifications thereof) on such excess production if such excess production had been manufactured by the use of Licensed Inventions relating to Feeders.

B. *Formers.*

For the purposes of this Agreement, Formers are of different types when they have features or methods of operation differentiating them from other Formers. Such differences are illustrated by the differences among the Formers known in the glass industry as Lynch 10, Lynch LA, Miller MA, O'Neill No Boy, Owens AW, Owens AY, Hartford IS, Hartford Narrow Neck, Hartford 12, Miller Press, and Hartford Milk Bottle Machine.

(a) As to the individual Formers of any particular type, except as provided in paragraphs (c), (d) and (e) hereof, acquired by Hazel-Atlas *prior* to July 1, 1932, no royalties shall be payable by Hazel-Atlas until such time as Hartford is receiving from one or more of its Feeder licensees, other than Owens-Illinois Glass Company, royalties upon one or more Formers, of the same type, acquired by such licensee or licensees *prior* to July 1, 1932, in which event Hazel-Atlas shall, from such time, pay royalties for its use thereafter of a number of Formers equal to the number (but not to exceed the number so used by it), of the same type, so acquired, as to which Hartford is thus, from time to time, receiving royalties.

(b) As to the individual Formers of any particular type, except as provided in paragraphs (c), (d) and (e) hereof, acquired by Hazel-Atlas *subsequent* to July 1, 1932, no royalties shall be payable by Hazel-Atlas until such time as Hartford is receiving from one or more of its Feeder licensees, other than Owens-Illinois Glass Company, royalties upon one or more Formers, of the same type, acquired by such licensee or licensees *subsequent* to July 1, 1932, in which event Hazel-Atlas shall from such time pay royalties for its use thereafter of a number of Formers equal to the number (but not to exceed the number so used by it), of the same type, so acquired, as to which Hartford is thus, from time to time, receiving royalties.

(c) As to Formers of any particular type used by both Hazel-Atlas and Owens-Illinois Glass Company but by no other Feeder licensee of Hartford, no royalties shall be payable by Hazel-Atlas until such time as Hartford is receiving royalties upon one or more Formers, of the same type, from Owens-Illinois Glass Company, in which event Hazel-Atlas shall from such time pay royalties for its use

[fol. 16809] thereafter of a number of Formers equal to the number (but not to exceed the number so used by it), of the same type, as to which Hartford is thus, from time to time, receiving royalties.

(d) As to Formers hereafter acquired by Hazel-Atlas otherwise than from Hartford and covered by any patent of Hartford relating to Licensed Inventions, but of a type not used by Owens-Illinois Glass Company or by any other licensee of Hartford, the question of whether or not royalty shall be payable by Hazel-Atlas, and the amount of royalty, if any, shall be determined by agreement, or in default thereof, by arbitration. In the event of such arbitration, no royalty shall be payable unless the arbitration decides that Hartford has made a substantial contribution, which is utilized in said Hazel-Atlas Formers.

(e) As to Formers acquired by Hazel-Atlas from Hartford, royalties shall be payable from the date of acquisition.

In case of any disagreement between the parties hereto regarding the foregoing provisions of (a), (b), (c) or (e) as to Formers, or as to whether the use of any particular method or apparatus by Hazel-Atlas does or does not constitute a use of Licensed Inventions, the matter shall be settled by arbitration.

C. Hartford's Lowest Rates. This shall mean the lowest rates of royalty for any given ware (whatever form such royalty may take) which shall at the given time be charged by Hartford to any licensee in the United States for the production of the same class of ware by the same type of machine and/or process. If Hartford has no licensee for a given class of ware by a given type of machine and/or process and if Hazel-Atlas and Hartford are unable to agree upon such rates, the same shall be determined by arbitration with due consideration of the lowest rates under similar conditions charged others by Hartford for the manufacture of similar, but not necessarily identical, [fol. 16810] ware by the same machine and/or process, or the identical ware by other, but not identical, machine and/or process and the relative efficiency thereof.

D. All royalties shall be paid monthly, at Hartford's office, in New York funds, on or before the fifteenth (15th)

day of each month, for and upon all merchantable glassware manufactured by Hazel-Atlas under this Agreement during the preceding calendar month.

Section 4. Hazel-Atlas Right to Lease or Buy Machinery from Hartford. Hazel-Atlas shall have the right to take, on lease from Hartford, for the uses within the licenses herein granted to Hazel-Atlas and at the royalties provided in Section 3, such mechanisms embodying any of said Licensed Inventions, as shall be built by or for Hartford, paying therefor a license fee as low as is charged any other licensee by Hartford for any such mechanism under similar conditions. The leasing of each such mechanism shall be evidenced by the issuance to Hazel-Atlas by Hartford of a lease contract in substantially the same terms and conditions as are at the time of such leasing contained in Hartford's standard lease contract relating to similar mechanisms; provided, however, that the terms and conditions of such lease contract shall not conflict with any of the terms of this Agreement.

If Hartford sells any such mechanisms, Hazel-Atlas shall have the right to purchase such mechanisms on the most favorable terms granted under similar conditions to any other.

Section 5. Hazel-Atlas Release and License to Hartford. Hazel-Atlas hereby releases Hartford and Hartford's present licensees, from any and all claims and demands, in law or equity, for profits and/or damages arising from any past infringements of any and all patents, owned or [fol. 16811] controlled by Hazel-Atlas, on any Licensed Inventions.

Hazel-Atlas grants to Hartford, a non-exclusive, divisible and assignable license to make or have made for it, license, use, lease and/or sell machines and/or methods, under all the Licensed Inventions of Hazel-Atlas as to which Hazel-Atlas has or shall have the right to grant licenses, and under all United States patents now issued or hereafter issued thereon in so far as such patents may cover Licensed Inventions, such license to Hartford to run to January 3, 1945, and to be subject to the exclusions of Hazel-Atlas set forth in Schedule D attached hereto. Hazel-Atlas expressly reserves the right to grant to others licenses under all said Licensed Inventions as to which it has or may have the right to grant licenses.

Section 6. Payments by Hartford. In consideration of said releases and licenses grated by Hazel-Atlas to Hartford, and of Hazel-Atlas hereby agreeing to furnish Hartford the advantage and benefit, with respect to Licensed Inventions, of the knowledge and experience of Hazel-Atlas' engineers and technically trained employees, obtained in practical commercial use of glassworking mechanisms and methods, at the cost to Hazel-Atlas of furnishing such advantage and benefit, and provided that such furnishing does not interfere substantially with Hazel-Atlas' production, Hartford agrees to pay to Hazel-Atlas one-third (⅓) of the Net Income of Hartford earned between the date hereof and the 3rd of January, 1945, and collected, and also one-half (½) of any amount by which Hartford's payments to Owens-Illinois Glass Company (under the third paragraph of Section 3 of the General License Agreement between Hartford and Owens-Illinois Glass Company, dated July 1, 1932) are reduced.

[fol. 16812] (a) In order to make the fiscal year under this Agreement correspond to the calendar year, the following method will be followed:

(b) For each quarterly period ending March 31st, June 30th and September 30th in each calendar year, the Net Income of Hartford shall be computed by deducting Two Hundred Twelve Thousand Five Hundred Dollars ($212,500.) from Hartford's Income from Licensed Inventions for said quarterly period and then Hartford shall on that basis make payment on account.

(c) At the end of each calendar year, the Net Income of Hartford shall be re-computed for the year, (but only for the last half year in the case of the year 1932), making due allowance for any payments on account made by Hartford. Payments shall be made by Hartford on or before May 1st, August 1st, November 1st, and February 1st of each year on the Net Income for the preceding quarterly period.

(d) Hartford's Income from Licensed Inventions. This phrase shall be held to include and be limited to the total collected income of Hartford derived from (a) royalties, (b) net difference between license fees and cost of manufacturing of licensed machines, (c) profits on manufacturing, lease, or sale of machines or parts, (d) settlements

for damages and profits arising out of infringements of Licensed Inventions which infringements shall have occured subsequent to the date hereof, and (e) other revenues from the disposal of rights in Licensed Inventions; all of the aforesaid items being restricted to income arising from Licensed Inventions; *provided, however,* that there shall first be deducted from said total collected income for any year, all sums which Hartford may by judicial decree be compelled to pay during such year for settlements of damages or profits arising out of infringements by Hartford of the patents of others, or which Hartford may by judicial [fol. 16813] decree be compelled to pay by reason of any assumption or guarantee by Hartford of such damages or profits recovered from its licensees, all arising from the manufacture, use or sale of mechanisms and/or methods embodying Licensed Inventions, provided that any such deduction because of such assumption or guarantee, on any given mechanism, shall not exceed the equivalent of two years' royalties thereon.

(e) Net Income of Hartford. The net income of Hartford shall be calculated as follows:

From Hartford's yearly Income from Licensed Inventions there shall be deducted yearly the sum of Eight Hundred and Fifty Thousand Dollars ($850,000) which sum shall be retained by Hartford for its own use. The annual excess or remainder over and above such deduction shall constitute and be held to be the Net Income of Hartford.

(f) License Fees and Royalties. "License Fee" shall be held to mean any initial payment, in installments or otherwise, made upon the leasing or licensing of any mechanism embodying any Licensed Invention. "Royalty" shall be held to mean any recurring periodical payment made in consideration of the right to use such a mechanism or process.

Section 7. Manufacturing by Hartford. In the event that Hartford, its successors in business, any subsidiary of Hartford, or any one or more of them shall, prior to January 3, 1945, engage in the commercial manufacture of glassware using Licensed Inventions, Hartford shall thereupon, until such date, pay into its Income from Licensed Inventions, royalties at rates not less than those

payable by Hazel-Atlas for corresponding ware, made under similar conditions.

Section 8. Validity and Scope. During the life of this Agreement and while a party is enjoying the benefits of [fol. 16814] the Licensed Inventions, it acknowledges, within the scope of its license, the validity and broad scope of all United States patents issued or to be issued on Licensed Inventions.

Section 9. Inventions by Employees. Each party hereto will use reasonable efforts to cause each of its present and future officers and employees engaged in the designing and/or development of machines, processes, methods or inventions, to sign an appropriate agreement with it to transfer and assign to it the full United States rights in and to any and all inventions, patents and patent rights designed, developed or discovered by him in the course of and during his such employment and coming within the definition of Licensed Inventions, to the end that such party hereto may be enabled to, and will, license the same as contemplated by this Agreement.

Section 10. Disclosure of Inventions. Each party hereto agrees to disclose to the other all of its Licensed Inventions within a reasonable time after their acquisition.

Section 11. Accounting. Hazel-Atlas shall keep proper books and records showing the length of time each day that machines embodying any of the Licensed Inventions are operated by it and the location thereof, respectively, and the number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine and all other facts necessary or advantageous for carrying out the purpose of this Agreement, all in such form, within reasonable limits, as shall be specified by Hartford. Such books and records shall at all reasonable times be open to the inspection of Hartford or its duly authorized agents. Hazel-Atlas and its subsidiaries shall, on or before the 10th day of each month, furnish to Hartford, upon blanks provided by [fol. 16815] Hartford, detailed statements giving in itemized form all the data above mentioned, properly certified, as to their respective operations, so far as may be required by Hartford, for the preceding calendar month.

Hartford shall likewise keep proper books and records showing its receipts of income from Licensed Inventions

and such books and records shall at all reasonable times be open to the inspection of Hazel-Atlas or its duly authorized agents. Hartford shall, on or before the 25th day of each month, render to Hazel-Atlas a statement, properly certified, showing the receipts of income from Licensed Inventions during the preceding calendar month, showing separately the amounts received from the various sources of such income mentioned in Section 6 (d) hereof.

Section 12. Termination of Agreement by Hazel-Atlas. Hazel-Atlas may, on six months' written notice to Hartford, terminate this Agreement, and all the rights and obligations hereunder, except (a) the releases provided in Sections 2 and 5 hereof, and (b) the non-exclusive, assignable and divisible license herein granted to Hartford by Hazel-Atlas under Licensed Inventions acquired by Hazel-Atlas prior to the date of such termination, and (c) the right of Hartford to extension of license to it under the provisions of Section 16 herein, and (d) the obligations to pay amounts due or accrued at the date of such termination.

Section 13. Extension of Rights and Obligations to Subsidiaries of Hazel-Atlas. All the rights and obligations acquired by and assumed by Hazel-Atlas in this Agreement are hereby extended to each and every present and future subsidiary of Hazel-Atlas, which rights and obligations are to continue only so long as it remains a Hazel-Atlas subsidiary. Hazel-Atlas shall be responsible for the performance by every such subsidiary, while it remains a [fol. 16816] Hazel-Atlas subsidiary, of all obligations of this Agreement as assumed by Hazel-Atlas herein.

Section 14. Arbitration. All matters for which arbitration is specifically provided for by this Agreement, or any dispute arising out of or relating to this Agreement, or as a result thereof, shall be settled by arbitration under the rules of the American Arbitration Association and judgment may be entered on the award in any Court having jurisdiction.

Section 15. United States Rights Only. This Agreement covers rights under United States patents and does not extend to any rights in countries foreign to the United States or to income therefrom, or to income from machines sold or leased for foreign countries.

Section 16. Status After January 3, 1945. On January 3, 1945, Hartford, and Hazel-Atlas if it has not theretofore exercised its option to terminate under Section 12, shall each have the option, by giving written notice at least six months prior thereto, to continue, for such period of time as specified by the party giving the notice, some or all of the license rights under Licensed Inventions granted to it hereunder. If such option be exercised, the amount of royalty and the conditions of such license shall be determined by agreement, or, in default thereof, by arbitration in accordance with the provisions of Section 14 hereof.

All the rights and obligations provided by this Agreement, except those contained in this Section 16, and except the obligations to pay amounts due or accrued at that date, shall wholly cease and terminate on January 3, 1945.

[fol. 16817] Section 17. Definition of "Subsidiary". For the purposes of this Agreement, a "Subsidiary" of any corporation is any corporation or association of which such principal corporation owns over fifty percent (50%) of the voting capital stock or has equivalent ownership.

The words "Hazel-Atlas" and "Owens-Illinois Glass Company", when used in this Agreement, shall include their respective subsidiaries.

Section 18. Binding on Successors. This Agreement shall extend to and be binding upon the successors in business of each party to this Agreement.

In witness whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Hazel-Atlas Glass Company, by J. H. McNash, President. (Seal.)

Attest: G. S. Quay, Secretary.

[fol. 16818] The following subsidiaries of Hazel-Atlas hereby accept, concur in and agree to be bound by all the provisions of the foregoing General License Agreement:

Hazel-Atlas Glass Company of California, Ltd., a California Corporation; Hazel-Atlas of New York, Inc., a New

York Corporation; Hazel-Atlas Glass Company of Oklahoma, an Oklahoma Corporation; The Kearns-Gorsuch Bottle Company, an Ohio Corporation.

Hazel-Atlas Glass Company of California, Ltd., by J. H. McNash, President. (Seal.)

Attest: G. S. Quay, Secretary.

Hazel-Atlas of New York, Inc., by J. H. McNash, President. (Seal.)

Attest: G. S. Quay, Secretary.

Hazel-Atlas Glass Company of Oklahoma, by J. H. McNash, President. (Seal.)

Attest: G. S. Quay, Secretary.

The Kearns-Gorsuch Bottle Company, by J. H. McNash, President. (Seal.)

Attest: G. S. Quay, Asst. Secretary.

[fol. 16819] SCHEDULE A

Annex to General License Agreement Between Hartford-Empire Company and Hazel-Atlas Glass Company, Dated July 1, 1932.

Exclusions of Hartford

The following articles are expressly excluded and shall not be produced under this General License Agreement.

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where its heat resistance, physical strength or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric strength or higher thermal endurance or

higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Hot mold or paste mold tumblers; lantern globes; gas globes; chimneys; drawn tube and cane.

[fol. 16820] (f) Marbles and lithographers' balls.

(g) Flat glass, that is to say, plate glass, sheet glass, window glass, rough rolled and ribbed glass and also figured glass, colored and wire glass of the foregoing kinds in this paragraph (g).

(h) Glass vacuum bottles comprising any bottles, jars, jugs and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders.

(i) Milk and cream bottles, and insulators.

(j) All of the following ware when made on glass feeding machines of the Tucker and Reeves type which embody a swinging pressure cup in which gas is burned, or embodying a swinging pressure cup in combination with an annular burner surrounding the outlet, to wit:

(1) Pressed tumblers and pressed jelly glasses, blown tumblers, blown stemware, pressed and blown tumblers and pressed and blown stemware;

(2) Packers' ware, block mold type, with jelly rings thereon; all other ware which is pressed only, and not blown or pressed and blown—except vault lights; ointment jars; finger bowls; plates; nappies; salt shakers; individual salts; wax cups; stoppers, caps and covers for bottles and jars (not including fruit jar caps and covers); drawer pulls; furniture balls (substitutes for casters); lenses for flash-lights, bulls-eyes, head-lights, etc.; mangin mirrors (for moving picture production); prism glass; novelties and toys (fuse cases; animals); all ware for the production of which Federal Glass Company has exclusive rights under exist-

ing contracts and not heretofore granted by Federal Glass Company to Capstan; paper weights; stem ware (example, [fol. 16821] wine and cocktail glasses); measuring glasses; —packers' jars adaptable for top seal, top side seal, and side seal caps of types such as American metal top side seal, or friction seal caps, or Anchor Cap and Closure caps, or Phoenix Hermetic "Cinch" or "Hermetic" caps, but of no other type of finish.

(k) Articles of glass which are especially adapted by reason of form or composition for electrical purposes when made on machines embodying rights controlled by Empire Machine Company on June 7, 1922 or which by reason of contracts then in force it should acquire.

All of the foregoing exclusions (except hot mold or paste mold tumblers, gas globes, chimneys, flat glass as described in (g) above, and milk and cream bottles) are made because of the fact that Hartford has outstanding contracts granting exclusive rights on such excluded ware. If, during the life of said General License Agreement, any such exclusive right, excepting those exclusions set out in the parentheses above, shall cease to be exclusive to any one concern, Hartford will remove said exclusion or exclusions from this Agreement and will so notify Hazel-Atlas.

[fol. 16822] SCHEDULE B

Annexed to General License Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company, Dated July 1, 1932

Form of Individual Machine License

Hazel-Atlas Glass Company

—— Feeder (Former) License

No. —

This License No. —— made this —— day of ——, ——, between the Hartford-Empire Company, a corporation organized under the Laws of Delaware, and Hazel-Atlas Glass Company, a corporation organized under the Laws of West Virginia, in consideration of the mutual covenants herein set forth and referred to,

Witnesseth, That it is Agreed between the parties hereto that a certain glass feeding (forming) machine described as follows:

(Number and description of machine)

shall be held subject to all the provisions of a certain General License Agreement between the parties, dated July 1st, 1932, which provisions are expressly made a part of this license.

Hartford-Empire Company, by —— ——. Hazel-Atlas Glass Company, by —— ——.

[fol. 16823] SCHEDULE C

Annexed to General License Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company, Dated July 1, 1932

Schedule of Lowest Rates Now Applying to Glass Feeders Operated by Hazel-Atlas

The weights below specified are the weights of the finished articles.

	Per Gross
2 oz. weight and under	10 cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 cents
Over 30 oz. weight and not exceeding 96 oz. weight	One-twelfth (1/12) of a cent per pound
Over 96 oz. weight and not exceeding 128 oz. weight	One-sixth (1/6) of a cent per pound

[fol. 16824] The royalty on all fruit jars up to and including one-half gallon capacity shall be Twelve Cents (12¢) per gross.

Hazel-Atlas shall pay, while the said General License Agreement is in full force and effect, a minimum royalty of

Fifteen Hundred Dollars ($1500.00) each year, upon each Feeder operated at some time during that year (and under whatever agreement or license held and operated), payable on or before the 15th day of January for the year last preceding, Provided, However, that Hazel-Atlas shall pay no minimum royalties for any calendar year in which Hazel-Atlas shall pay to Hartford, in earned royalties on ware produced, a sum not less than the total of the number of Feeders, so operated and upon which royalties are payable hereunder, times Fifteen Hundred Dollars ($1500.00).

No royalty shall be payable by Hazel-Atlas upon stoppers, caps, lids and/or liners.

[fols. 16825-16829] SCHEDULE D

Annexed to General License Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company, Dated July 1, 1932

Exclusions of Hazel-Atlas

Caps.
Liners.

[fol. 16830] GOVERNMENT EXHIBIT No. 143

Supplemental Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company

Agreement, made and entered into as the 1st day of July, 1932, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Hazel-Atlas Glass Company, a corporation of West Virginia, having its principal place of business at Wheeling, West Virginia, (hereinafter called "Hazel-Atlas").

In consideration of One Dollar ($1.00) by each of the parties to the other paid, receipt of which is hereby acknowledged, and of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

1. In the event and at the time that Hazel-Atlas, prior to January 3, 1945, shall be deprived of its right under the General License Agreement between Hartford and

Hazel-Atlas dated July 1st, 1932, to receive one-third of the Net Income of Hartford, otherwise than through the default of Hazel-Atlas or by reason of the termination by Hazel-Atlas of the General License Agreement under the provisions of Section 12 thereof, Hazel-Atlas shall then have and continue to enjoy such right to use and practice the Licensed Inventions of Hartford (paying royalties therefor, during the remaining life of the General License Agreement, to Hartford at Hartford's Lowest Rates), as is set forth in the General License Agreement. It is estimated by the parties hereto that the value of the [fol. 16831] license rights granted by Hazel-Atlas to Hartford by the General License Agreement, and of Hazel-Atlas' engineering information and advice, is equal at least to the amount of said royalties, less an amount equal to Hartford's minimum royalties at any given time upon the Feeders and Formers from time to time operated by Hazel-Atlas and upon which royalties are due to Hartford under the General License Agreement. Therefore, in said event, Hartford shall pay, as royalty and compensation, during the remaining life of the General License Agreement, to Hazel-Atlas the amount received by it from Hazel-Atlas, less an amount equal to the minimum royalties aforesaid, calculated upon the following basis, to wit:

(a) For each Feeder or Former, subject to royalty, operated in any year more than nine months, the full minimum royalties shall be paid for that year.

(b) For each Feeder or Former, subject to royalty, operated in any year more than six months and not more than nine months, three-fourths of such minimum shall be paid for that year.

(c) For each Feeder or Former, subject to royalty, operated in any year less than six months, one-half of such minimum shall be paid for that year.

The minimum royalties for Feeders shall not exceed $1,500 per year. The minimum royalties for Formers shall not exceed $500 per year.

All other applicable terms and conditions of the General License Agreement shall remain in full force and effect.

2. In the event that the Peiler patent No. 1,573,742 should be adjudicated by the United States Supreme Court as invalid, or non-infringed by methods or structures substantially the same as those alleged to infringe in the case of *Hartford-Empire Co.* v. *The Kearns-Gorsuch Bottle Co.* [fol. 16832] (D. C., S. D., Ohio), Hartford will consent to a decree being entered in said *Kearns-Gorsuch* case, relieving the defendant from any injunction and any accounting, for acts subsequent to the decree on mandate, to the same extent with respect to validity and infringement as so adjudicated by the United States Supreme Court.

3. Hartford has obtained a decision in its favor from the Third Circuit Court of Appeals, deciding that the Peiler patent No. 1,655,391 is valid and infringed by Hazel-Atlas. At the present time, Hazel-Atlas can apply to such Court for a rehearing and for reversal of its decision and, also, if unsuccessful, can apply to the United States Supreme Court for a writ of certiorari and for reversal of the Third Circuit Court of Appeals' decision. Hartford does not consider such possible further action by Hazel-Atlas to be of substantial value (with which Hazel-Atlas does not agree), but, recognizing that the taking of a license by Hazel-Atlas at this time (which is desirable, in order to terminate the extensive and long continued litigation between the parties) will prevent Hazel-Atlas from taking such action, agrees,

That, in the event of a termination of the General License Agreement in accordance with the provisions of Section 12 thereof, either after Owens-Illinois Glass Company terminates its General License Agreement with Hartford, or after two years from the date hereof, then Hazel-Atlas shall have a royalty-free license (to make, have made for it, and use but not to sell) under said patent, unless or until such time as such patent should, in a suit against a defendant other than Hazel-Atlas, or one of its subsidiaries, in a Judicial Circuit other than the Third Circuit, be finally decided by judicial opinion as valid, and infringed by methods or structures substantially the same as those held to infringe in said *Hazel-Atlas* suit, in which event [fol. 16833] said license shall forthwith cease, and Hazel-Atlas shall account for infringing acts committed by it subsequent to said termination.

4. Hazel-Atlas may, at its option, terminate this Agreement at any time by giving Hartford six months' notice in writing of its intention so to terminate.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.) Attest: Arthur T. Safford, Jr., Secretary. Hazel-Atlas Glass Company, by J. H. McNash, President. (Seal.) Attest: G. S. Quay, Secretary.

[fols. 16834-16843] The following subsidiaries of Hazel-Atlas hereby accept, concur in and agree to be bound by all the provisions of the foregoing Supplemental Agreement:

Hazel-Atlas Glass Company of California, Ltd., a California corporation,

Hazel-Atlas of New York, Inc., a New York corporation,

Hazel-Atlas Glass Company of Oklahoma, an Oklahoma corporation,

The Kearns-Gorsuch Bottle Company, an Ohio corporation.

Hazel-Atlas Glass Company of California, Ltd., by J. H. McNash, President. (Seal.) Attest G. S. Quay, Secretary. Hazel-Atlas of New York, Inc., by J. H. McNash, President. (Seal.) Attest: G. S. Quay, Secretary. Hazel-Atlas Glass Company of Oklahoma, by J. H. McNash, President. (Seal.) Attest: G. S. Quay, Secretary. The Kearns-Gorsuch Bottle Company, by J. H. McNash, President. (Seal.) Attest: G. S. Quay, Asst. Secretary.

[fol. 16844] GOVERNMENT EXHIBIT No. 144

Agreement for Cancellation and Reinstatement of Contracts and for Division of Income from Tucker, Reeves and Beatty Licensees, Between Owens-Illinois Glass Company and Hartford-Empire Company

Agreement made and entered into as of the 1st day of July, 1932, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at

Toledo, Ohio (hereinafter called "Owens-Illinois") and Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford").

Whereas, the parties have a General License Agreement dated April 9, 1924; and

Whereas, The American Bottle Company, The Charles Boldt Glass Company and The Graham Glass Company, which were parties to said General License Agreement dated April 9, 1924, have each duly assigned all of its assets of every kind and description, including its interest in the said General License Agreement, to Owens-Illinois, and Hartford-Fairmont Company, which was also a party to said Agreement, has duly assigned its interest in said General License Agreement to Hartford; and

Whereas, in order to permit Hartford to be in a position to settle pending litigation under patents included in said General License Agreement, the parties desire to [fol. 16845] cancel said General License Agreement and to enter into a new General License Agreement dated July 1, 1932 (hereinafter called the "New Agreement");

Now, therefore, in consideration of the premises and the releasing by each party of certain rights secured to it by said General License Agreement of April 9, 1924, and other good and valuable considerations, it is agreed as follows:

Section 1. Cancellation of General License Agreement of April 9, 1924. Said General License Agreement of April 9, 1924, and all modifications thereof are hereby canceled. Settlement shall be made forthwith under said Agreement for the period ending June 30, 1932, in the manner provided in said Agreement.

Section 2. Re-allocation of Rights. Hartford has, as of July 1, 1932, entered into a General License Agreement with Hazel-Atlas Glass Company, a corporation of West Virginia, having its principal place of business at Wheeling, West Virginia (hereinafter called "Hazel-Atlas").

In the event that, under the terms of Section 12 of said Agreement, Hazel-Atlas shall exercise its right to terminate said Agreement (but only in the event that Owens-Illinois shall not have previously exercised its right to terminate, or shall not within six months thereafter exercise its right to terminate, said New Agreement

of July 1, 1932, under the terms of Section 12 thereof) then the parties hereto agree to cancel said New Agreement of July 1, 1932, and to enter into a contract having the same terms and conditions as said General License Agreement of April 9, 1924, as heretofore amended, except that (a) the following sections shall be omitted from said contract, viz., Sections 8 (Prosecution of Infringements), [fol. 16846] 15 (Division of Certain Recoveries), 21 (Joint Purchase of Outside Rights) and 23 (As To Certain Specified Machines); (b) Section 5 (Royalties Payable by Owens) shall be amended by canceling all of the section commencing with the word "*provided*" after the words "Hartford's Lowest Rates" in the first paragraph of said Section 5; (c) Paragraph D of Section 1 (Divisible Income of Hartford) shall be amended by canceling the words "Six Hundred Thousand (600,000) Dollars" and substituting the words "Seven Hundred Twenty-five Thousand (725,000) Dollars"; (d) Section 7 shall be modified to read as follows:

—Section 7. Status After July 1, 1941. On July 1, 1941, Hartford and Owens-Illinois (if Owens-Illinois has not theretofore exercised its option to surrender under Section 11), shall each have the option, by giving written notice not less than six months prior thereto, to continue, for such period of time as specified by the party giving the notice, some or all of the license rights under Licensed Inventions granted to it hereunder. If such option be exercised, the amount of royalty and the conditions of such license shall be determined by agreement or, in default thereof, by arbitration in accordance with the provisions of Sections 13 and 25 hereof.—

and (e) Section 14 (Mutual Release) shall be amended by striking out all except the first sentence.

Section 3. Effective Date of Substitution. Said contract shall be substituted for said New Agreement of July 1, 1932, and shall have as its effective date the date when such termination of said Hazel-Atlas-Hartford Agreement is effective. Settlement shall be made between the parties, as of said effective date, under said New Agreement of July 1, 1932.

[fol. 16847] Section 4. Income from Tucker, Reeves and Beatty Licensees. By an agreement between Owens-Illinois

(therein named The Owens Bottle Company) and Hartford, dated December 31, 1925 (hereinafter called "TR&B Agreement") Hartford agreed to assign to Owens-Illinois one-half of the gross income to accrue from certain licensees of Tucker, Reeves & Beatty.

During the continuance both of the said General License Agreement between Hartford and Hazel-Atlas Glass Company dated July 1, 1932, and of said New Agreement, Owens-Illinois agrees to assign to Hazel-Atlas Glass Company one-third (⅓) of the share of the gross income to which Owens-Illinois is entitled by virtue of said TR&B Agreement. For the purposes of this Agreement Owens-Illinois hereby authorizes Hartford to withhold from it the amount so assigned by it to said Hazel-Atlas Glass Company and to pay this amount directly to said Hazel-Atlas Glass Company. To this amount Hartford will add an equivalent sum, so that the total payment to said Hazel-Atlas Glass Company under this Section 4 shall be a sum which is twice the amount so assigned by Owens-Illinois to said Hazel-Atlas Glass Company.

Such payments by Hartford to Hazel-Atlas Glass Company, and furthermore any payments due to Owens-Illinois by Hartford under said TR&B Agreement, shall be made on or before May 1st, August 1st, November 1st, and February 1st, of each year from the income collected by Hartford, in accordance with said TR&B Agreement, during the preceding quarterly periods ending March 31st, June 30th, September 30th, and December 31st, respectively, and Section 4 of said TR&B Agreement is hereby amended to permit such quarterly payment.

Section 5. Other Agreements Between Owens-Illinois and Hartford. Certain agreements between Owens-Illinois [fols. 16848-16855] and/or its subsidiaries and Hartford, not herein specifically mentioned, refer specifically and/or by inference to said General License Agreement dated April 9, 1924. All references, in such other agreements, to said General License Agreement dated April 9, 1924, shall hereafter be read and understood as references to said "New Agreement" of July 1, 1932, unless and until the contract provided for by Section 2 hereof shall be entered into. In that event, all references, in such other agreements, to said General License Agreement dated April 9,

1924, shall thereafter be read and understood as references to said contract provided for by Section 2 hereof.

Section 6. Binding on Successors. This Agreement shall extend to and be binding upon the successors in business of each party to this Agreement.

In witness whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Owens-Illinois Glass Company, by Wm. E. Levis, President. (Seal.) Attest: Lloyd T. Williams, Asst. Secretary. Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.) Attest: Arthur T. Safford, Jr., Secretary.

[fol. 16856] GOVERNMENT EXHIBIT No. 145

General License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

Agreement made and entered into as of the 1st day of July, 1932, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, (hereinafter called "Owens-Illinois").

Whereas, Hartford is engaged in the manufacture of glassworking machinery and in the licensing of machinery and methods for the manufacture of glassware and Owens-Illinois is engaged in the manufacture of glassware, and each respectively owns many inventions, applications for letters patent and patents of the United States, relating to the manufacture of glassware, and

Whereas, Hartford and Owens-Illinois are desirous of avoiding patent litigation between themselves and desire further that Owens-Illinois be enabled to continue the use of its present machinery in the manufacture of glassware and to use other machinery developed by Hartford, and Hartford desires to obtain the right to extend to its other licensees, rights under the inventions and patents of Owens-Illinois;

[fol. 16857] Now, therefore, in consideration of the premises and of the mutual promises and covenants herein contained, it is agreed as follows:

Section 1. Definitions of Licensed Inventions: "Licensed Inventions" shall be defined as and held to include the following inventions and/or interests therein now owned or controlled, or hereafter and prior to January 3, 1945, owned, acquired or controlled by either party hereto, in so far as the same are included in the Inventions described below in this Section 1.

Inventions of apparatus for or methods of feeding mold charges of molten glass (hereinafter called "Feeders") from furnaces to forming machines, excluding, however, from this definition apparatus for, and methods of, drawing glass by suction into molds. Drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold, shall be included in "Licensed Inventions".

Inventions of apparatus for or methods of forming glass by forming machines (hereinafter called "Formers") if and so far as such inventions are used or usable with, but only for use with, apparatus for and/or methods of glass feeding, other than said drawing glass by suction into molds, and other than hand-manipulated punties, hand-manipulated blowpipes or other hand process.

Inventions relating to furnaces as such and other apparatus, and not being functional parts of the feeding or forming process, shall not be included in Licensed Inventions.

Section 2. Hartford's Release and License to Owens-Illinois. Hartford releases Owens-Illinois, its present subsidiaries and each of them, from any and all claims and demands by Hartford in law or equity for profits and/or [fol. 16858] damages arising from any past infringement of any and all patents, owned or controlled by Hartford, on any Licensed Inventions.

Hartford grants to Owens-Illinois a non-exclusive, non-assignable (except to its successors in business) and non-divisible (except to its subsidiaries in accordance with the provisions of Section 13 of this Agreement) license to make or have made for it, and to use, machines and/or methods embodying Licensed Inventions for the manufacture of glassware (and parts thereof or therefor) subject, however,

to all the exclusions of Hartford enumerated in Schedule A attached hereto. Such license to Owens-Illinois shall be under all Licensed Inventions and under all United States patents now issued or hereafter issued thereon in so far as such patents cover any Licensed Invention, such license to run to January 3, 1945, unless sooner terminated as hereinafter provided, and shall be evidenced by the issuance to Owens-Illinois by Hartford of an individual license, in substantially Hartford's standard form as illustrated in Schedule B attached hereto, covering each mechanism used and owned by Owens-Illinois embodying any Licensed Invention.

Owens-Illinois shall not sell or otherwise dispose of any feeder mechanism so licensed by Hartford, except to a subsidiary of Owens-Illinois and subject to the license thereon.

Section 3. Royalties Payable by Owens-Illinois. Owens-Illinois agrees to pay to Hartford royalties on all merchantable glassware manufactured by Owens-Illinois, during the life of this Agreement, by the use of any Licensed Invention, at Hartford's Lowest Rates as defined below in this Section 3.

A. *Feeders.* Schedule C attached hereto is a schedule of Hartford's Lowest Rates applying to Feeders now operated by Owens-Illinois, except Howard Feeders. Hartford [fol. 16859] shall promptly notify Owens-Illinois of any change therein.

In the event that Owens-Illinois shall use, in lieu of Licensed Inventions relating to Feeders, any apparatus or method (other than apparatus for or methods of drawing glass by suction into molds) not embodying any such Licensed Invention, Owens-Illinois shall pay no royalties upon glassware so produced; but if, in any calendar year, such production of glassware by Owens-Illinois shall exceed one-fifth (⅕) of the total glassware produced during that year by Owens-Illinois (other than with apparatus for or methods of drawing glass by suction into molds), then the payment by Hartford to Owens-Illinois for that year under this Agreement shall be reduced by an amount equal to two-thirds (⅔) of the royalties which would have been payable (at the rates provided by Schedule C or any modification thereof) on such excess production if such excess production had been manufactured by the use of Licensed Inventions relating to Feeders.

B. *Formers.*

For the purposes of this Agreement, Formers are of different types when they have features or methods of operation differentiating them from other Formers. Such differences are illustrated by the differences among the Formers known in the glass industry as Lynch 10, Lynch LA, Miller MA, O'Neill No Boy, Owens AW, Owens AY, Hartford IS, Hartford Narrow Neck, Hartford 12, Miller Press and Hartford Milk Bottle Machines.

(a) As to the individual Formers of any particular type, except as provided in paragraphs (c), (d) and (e) hereof, acquired by Owens-Illinois *prior* to July 1, 1932, no royalties shall be payable by Owens-Illinois until such time as Hartford is receiving from one or more of its Feeder licensees, other than Hazel-Atlas Glass Company, royalties [fol. 16860] upon one or more Formers of the same type acquired by such licensee or licensees *prior* to July 1, 1932, in which event Owens-Illinois shall, from such time, pay royalties for its use thereafter of a number of Formers equal to the number (but not to exceed the number so used by it), of the same type, so acquired, as to which Hartford is thus, from time to time, receiving royalties.

(b) As to the individual Formers of any particular type, except as provided in paragraphs (c), (d) and (e), hereof, acquired by Owens-Illinois *subsequent* to July 1, 1932, no royalties shall be payable by Owens-Illinois until such time as Hartford is receiving from one or more of its Feeder licensees, other than Hazel-Atlas Glass Company, royalties upon one or more Formers, of the same type, acquired by such licensee or licensees *subsequent* to July 1, 1932, in which event Owens-Illinois shall, from such time, pay royalties for its use thereafter of a number of Formers equal to the number (but not to exceed the number so used by it), of the same type, so acquired, as to which Hartford is thus, from time to time, receiving royalties.

(c) As to Formers of any particular type used by both Owens-Illinois and Hazel-Atlas Glass Company, but by no other Feeder licensee of Hartford, no royalties shall be payable by Owens-Illinois until such time as Hartford is receiving royalties upon one or more Formers, of the same type, from Hazel-Atlas Glass Company, in which event, Owens-Illinois shall, from such time, pay royalties for its

use thereafter of a number of Formers equal to the number (but not to exceed the number so used by it), of the same type, as to which Hartford is thus, from time to time, receiving royalties.

(d) As to Formers hereafter acquired by Owens-Illinois otherwise than from Hartford and covered by any patent of Hartford relating to Licensed Inventions, but of a type not used by Hazel-Atlas Glass Company or by any other [fol. 16861] Licensee of Hartford, the question of whether or not royalty shall be payable by Owens-Illinois and the amount of royalty, if any, shall be determined by agreement, or in default thereof, by arbitration. In the event of such arbitration, no royalty shall be payable unless the arbitration decides that Hartford has made a substantial contribution, which is utilized in said Owens-Illinois Formers.

(e) As to Formers acquired hereafter by Owens-Illinois from Hartford, royalties shall be payable from the date of acquisition, and as to Formers heretofore so acquired, royalties shall be payable in accordance with existing contracts.

In case of any disagreement between the parties hereto regarding the foregoing provisions of (a), (b), (c) or (e) as to Formers, or as to whether the use of any particular method or apparatus by Owens-Illinois does or does not constitute a use of Licensed Inventions, the matter shall be settled by arbitration.

C. Hartford's Lowest Rates. This shall mean the lowest rates of royalty for any given ware (whatever form such royalty may take) which shall at the given time be charged by Hartford to any licensee in the United States for the production of the same class of ware by the same type of machine and/or process. If Hartford has no licensee for a given class of ware by a given type of machine and/or process, and if Owens-Illinois and Hartford are unable to agree upon such rates, the same shall be determined by arbitration with due consideration of the lowest rates under similar conditions charged others by Hartford for the manufacture of similar, but not necessarily identical, ware by the same machine and/or process, or the identical ware by other, but not identical, machine and/or process and the relative efficiency thereof.

[fol. 16862] D. All royalties shall be paid monthly, at Hartford's office, in New York funds, on or before the fif-

teenth (15th) day of each month, for and upon all merchantable glassware manufactured by Owens-Illinois under this Agreement during the preceding calendar month.

Section 4. Owens-Illinois Right to Lease or Buy Machinery from Hartford. Owens-Illinois shall have the right to take, on lease from Hartford, for the uses within the licenses herein granted to Owens-Illinois and at the Royalties provided in Section 3, such mechanisms embodying any of said Licensed Inventions, as shall be built by or for Hartford, paying therefor a license fee as low as is charged any other licensee by Hartford for any such mechanism under similar conditions. The leasing of each such mechanism shall be evidenced by the issuance to Owens-Illinois by Hartford of a lease contract in substantially the same terms and conditions as are at the time of such leasing contained in Hartford's standard lease contract relating to similar mechanisms; provided, however, that the terms and conditions of such lease contract shall not conflict with any of the terms of this Agreement.

If Hartford sells any such mechanisms, Owens-Illinois shall have the right to purchase such mechanisms on the most favorable terms granted under similar conditions to any other.

Section 5. Owens-Illinois Release and License to Hartford. Owens-Illinois hereby releases Hartford and Hartford's present licensees, from any and all claims and demands, in law or equity, for profits and/or damages arising from any past infringements of any and all patents, owned or controlled by Owens-Illinois, on any Licensed Inventions.

Owens-Illinois grants to Hartford, a non-exclusive, divisible and assignable license to make or have made for it, license, use, lease and/or sell machines and/or methods, [fol. 16863] under all the Licensed Inventions of Owens-Illinois as to which Owens-Illinois has or shall have the right to grant licenses, and under all United States patents now issued or hereafter issued thereon in so far as such patents may cover Licensed Inventions, such license to Hartford to run to January 3, 1945, and to be subject to the exclusions of Owens-Illinois set forth in Schedule D attached hereto. Owens-Illinois expressly reserves the right to grant to others licenses under all said Licensed Inventions as to which it has or may have the right to grant licenses.

Section 6. Payments by Hartford. In consideration of said releases and licenses granted by Owens-Illinois to Hartford, and of Owens-Illinois hereby agreeing to furnish Hartford the advantage and benefit, with respect to Licensed Inventions, of the knowledge and experience of Owens-Illinois' engineers and technically trained employees, obtained in the practical commercial use of Licensed Inventions, at the cost to Owens-Illinois of furnishing such advantage and benefit, and provided that such furnishing does not interfere substantially with Owens-Illinois' production, Hartford agrees to pay to Owens-Illinois one-third (⅓) of the Net Income of Hartford earned between the date hereof and the 3rd of January, 1945, and collected, and also one-half (½) of all moneys heretofore or hereafter recovered and actually received by Hartford (whether by way of damages, profits or settlements) on account of any infringement of Licensed Inventions occurring prior to the date of this present Agreement, and also one-half (½) of any amount by which Hartford's payments to Hazel-Atlas Glass Company (under the third paragraph of Section 3 of the General License Agreement between Hartford and Hazel-Atlas Glass Company, dated July 1, 1932) are reduced.

(a) In order to make the fiscal year under this Agreement correspond to the calendar year, the following method will be followed:

[fol. 16864] (b) For each quarterly period ending March 31st, June 30th and September 30th in each calendar year the Net Income of Hartford shall be computed by deducting Two Hundred Twelve Thousand Five Hundred Dollars (212,500) from Hartford's Income from Licensed Inventions for said quarterly period, and then Hartford shall on that basis make payment on account.

(c) At the end of each calendar year, the Net Income of Hartford shall be re-computed for the year (but only for the last half year in the case of the year 1932), making due allowance for any payments on account made by Hartford. Payments shall be made by Hartford on or before May 1st, August 1st, November 1st and February 1st of each year on the Net Income for the preceding quarterly period.

(d) Hartford's Income from Licensed Inventions. This phrase shall be held to include, and be limited to, the total

collected income of Hartford derived from (a) royalties, (b) net difference between license fees and cost of manufacturing of licensed machines, (c) profits on manufacturing, lease, or sale of machines or parts, (d) settlements for damages and profits arising out of infringements of Licensed Inventions which infringements shall have occurred subsequent to the date hereof, and (e) other revenues from the disposal of rights in Licensed Inventions, all of the aforesaid items being restricted to income arising from Licensed Inventions; *provided, however,* that there shall first be deducted from said total collected income for any year, all sums which Hartford may by judicial decree be compelled to pay during such year for settlements of damages or profits arising out of infringements by Hartford of the patents of others, or which Hartford may by judicial decree be compelled to pay by reason of any assumption or guarantee by Hartford of such damages or profits re- [fol. 16865] covered from its licensees, all arising from the manufacture, use or sale of mechanisms and/or methods embodying Licensed Inventions, provided that any such deduction because of such assumption or guarantee on any given mechanism shall not exceed the equivalent of two years' royalties thereon.

(e) Net Income of Hartford. The net income of Hartford shall be calculated as follows:

From Hartford's yearly Income from Licensed Inventions there shall be deducted yearly the sum of Eight Hundred and Fifty Thousand Dollars ($850,000.), which sum shall be retained by Hartford for its own use. The annual excess or remainder over and above such deduction shall constitute and be held to be the Net Income of Hartford.

(f) License Fees and Royalties. "License fee" shall be held to mean any initial payment, in installments or otherwise, made upon the leasing or licensing of any mechanism embodying any Licensed Invention. "Royalty" shall be held to mean any recurring periodical payment made in consideration of the right to use such a mechanism or process.

Section 7. Manufacturing by Hartford. In the event that Hartford, its successors in business, any subsidiary of Hartford, or any one or more of them shall, prior to January 3, 1945, engage in the commercial manufacture of glassware

using Licensed Inventions, Hartford shall thereupon, until such date, pay into its Income from licensed Inventions, royalties at rates not less than those payable by Owens-Illinois for corresponding ware, made under similar conditions.

Section 8. Validity and Scope. During the life of this Agreement and while a party is enjoying the benefits of the Licensed Inventions, it acknowledges, within the scope of its license, the validity and broad scope of all United States patents issued or to be issued on Licensed Inventions.

[fol. 16866] Section 9. Inventions by Employees. Each party hereto will use reasonable efforts to cause each of its present and future officers and employees engaged in the designing and/or development of machines, processes, methods or inventions, to sign an appropriate agreement with it to transfer and assign to it the full United States rights in and to any and all inventions, patents and patent rights designed, developed or discovered by him in the course of and during his such employment and coming within the definition of Licensed Inventions, to the end that such party hereto may be enabled to, and will, license the same as contemplated by this Agreement.

Section 10. Disclosure of Inventions. Each party hereto agrees to disclose to the other all of its Licensed Inventions within a reasonable time after their acquisition.

Section 11. Accounting. Owens-Illinois shall keep proper books and records showing the length of time each day that machines embodying any of the Licensed Inventions are operated by it and the location thereof, respectively, and the number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine and all other facts necessary or advantageous for carrying out the purpose of this Agreement, all in such form, within reasonable limits, as shall be specified by Hartford. Such books and records shall at all reasonable times be open to the inspection of Hartford or its duly authorized agents. Owens-Illinois and its subsidiaries shall, on or before the 10th day of each month, furnish to Hartford, upon blanks provided by Hartford, detailed statements giving in itemized form all the data above mentioned, properly certified, as to their respective operations,

so far as may be required by Hartford, for the preceding calendar month.

Hartford shall likewise keep proper books and records showing its receipts of income from Licensed Inventions [fol. 16867] and such books and records shall at all reasonable times be open to the inspection of Owens-Illinois or its duly authorized agents. Hartford shall, on or before the 25th day of each month, render to Owens-Illinois a statement, properly certified, showing the receipts of income from Licensed Inventions during the preceding calendar month, showing separately the amounts received from the various sources of such income mentioned in Section 6 (d) hereof.

Section 12. Termination of Agreement by Owens-Illinois. Owens-Illinois may, on six months' written notice to Hartford, terminate this Agreement, and the General License Agreement between Hartford and Illinois Glass Company dated May 9, 1924, as amended, and the General Agreement between Hartford and Berney-Bond Glass Company, dated February 15, 1926, and the Settlement Agreement between Hartford and Illinois Pacific Coast Company, dated October 18, 1930, and all the rights and obligations hereunder and thereunder, except (a) the releases provided in Sections 2 and 5 hereof, and (b) the non-exclusive, assignable and divisible license herein granted to Hartford by Owens-Illinois under Licensed Inventions acquired by Owens-Illinois prior to the date of such termination, and (c) the right of Hartford to extension of license to it under the provisions of Section 16 herein, and (d) the obligation to pay amounts due or accrued at the date of such termination, and (e) the obligation of Owens-Illinois and of Owens-Illinois Pacific Coast Company (successor to Illinois Pacific Coast Company) to return the leased machinery in accordance with the Sections of said agreements, and of the individual leases held in accordance with said agreements and/or this Agreement, entitled "Repossession of Machinery."

Section 13. Extension of Rights and Obligations to Subsidiaries of Owens-Illinois. All the rights and obligations acquired by and assumed by Owens-Illinois in this Agree- [fol. 16868] ment are hereby extended to each and every present and future subsidiary of Owens-Illinois, which rights and obligations are to continue only so long as it

remains an Owens-Illinois subsidiary. Owens-Illinois shall be responsible for the performance by every such subsidiary, while it remains an Owens-Illinois subsidiary, of all obligations of this Agreement as assumed by Owens-Illinois herein.

Section 14. Arbitration. All matters for which arbitration is specifically provided for by this Agreement, or any dispute arising out of or relating to this Agreement, or as a result thereof, shall be settled by arbitration under the rules of the American Arbitration Association and judgment may be entered on the award in any Court having jurisidiction.

Section 15. United States Rights Only. This Agreement covers rights under United States patents and does not extend to any rights in countries foreign to the United States or to income therefrom, or to income from machines sold or leased for foreign countries.

Section 16. Status After January 3, 1945. On January 3, 1945, Hartford, and Owens-Illinois if it has not theretofore exercised its option to terminate under Section 12, shall each have the option, by giving written notice at least six months prior thereto, to continue, for such period of time as specified by the party giving the notice, some or all of the license rights under Licensed Inventions granted to it hereunder. If such option be exercised, the amount of royalty and the conditions of such license shall be determined by agreement, or in default thereof, by arbitration in accordance with the provisions of Section 14 hereof.

All the rights and obligations provided by this Agreement, except those contained in this Section 16, and except the obligations to pay amounts due or accrued at that date, [fol. 16869] shall wholly cease and terminate on January 3, 1945.

Section 17. Definition of "Subsidiary." For the purposes of this Agreement, a "Subsidiary" of any corporation is any corporation or association of which such principal corporation owns over fifty percent. (50%) of the voting capital stock or has equivalent ownership. The words "Owens-Illinois" and "Hazel-Atlas Glass Company," when used in this Agreement, shall include their respective subsidiaries.

Section 18. Binding on Successors. This Agreement shall extend to and be binding upon the successors in business of each party to this Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, By F. Goodwin Smith President [Seal]

Attest: Arthur T. Safford, Jr. Secretary

Owens-Illinois Glass Company, By Wm. E. Levis President [Seal]

Attest: Lloyd T. Williams Asst. Secretary

Owens-Illinois Pacific Coast Company, a corporation of Delaware and a subsidiary of Owens-Illinois, hereby accepts, concurs in, and agrees to be bound by, all the provisions of the foregoing General License Agreement.

Owens-Illinois Pacific Coast Company By Wm. E. Levis Chairman [seal]

Attest: Lloyd T. Williams Asst. Secretary

[fol. 16870] SCHEDULE A

Annexed to General License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company, Dated July 1, 1932.

Exclusions of Hartford

The following articles are expressly excluded and shall not be produced under this General License Agreement.

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes

(b) Signal and optical ware.

(c) Ware intended and adapted for use where its heat resistance, physical strength or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or

containing more than five per cent. boric oxide, or having a higher electric strength or higher thermal endurance or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Hot mold or paste mold tumblers; lantern globes; gas globes; chimneys; drawn tube and cane.

(f) Marbles and lithographers' balls.

[fol. 16871] (g) Flat glass, that is to say, plate glass, sheet glass, window glass, rough rolled and ribbed glass and also figured glass, colored and wire glass of the foregoing kinds in this paragraph (g).

(h) Glass vacuum bottles comprising any bottles, jars, jugs and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders.

(i) All of the following ware when made on glass feeding machines of the Tucker and Reeves type which embody a swinging pressure cup in which gas is burned, or embodying a swinging pressure cup in combination with an annular burner surrounding the outlet, to wit:

1. Pressed tumblers and pressed jelly glasses, blown tumblers, blown stemware, pressed and blown tumblers and pressed and blown stemware.

2. Packers' ware, block mold type, with jelly rings thereon; all other ware which is pressed only, and not blown or pressed and blown—except vault lights; ointment jars; finger bowls; plates; nappies, salt shakers; individual salts; wax cups; stoppers, caps and covers for bottles and jars (not including fruit jar caps and covers); drawer pulls, furniture balls (substitutes for casters); lenses for flash-lights, bullseyes, head-lights, etc.; mangin mirrors (for moving picture production); prism glass; novelties

and toys (fuse cases; animals); all ware for the production of which Federal Glass Company has exclusive rights under existing contracts and not heretofore granted by Federal Glass Company to Capstan; paper weights; stem ware (example, wine and cocktail glasses); measuring glasses—packers' jars adapable for top seal, top side seal, and side seal caps of types such as American metal top side seal, or friction seal caps, or Anchor Cap and Closure [fol. 16872] caps, or Phoenix Hermetic "Cinch" or "Hermetic" caps, but of no other type of finish.

3. Glass insulators when made on glass feeding machines of said Tucker and Reeves type.

(j) Articles of glass which are especially adapted by reason of form or composition for electrical purposes when made on machines embodying rights controlled by Empire Machine Company on June 7, 1922 or which by reason of contracts then in force it should acquire.

(k) Milk bottles or cream bottles when made on the Hartford Paddle Needle Feeder and/or the Hartford Milk Bottle Machine.

All of the foregoing exclusions (except hot mold or paste mold tumblers, gas globes, chimneys, and flat glass as described in (g) above) are made because of the fact that Hartford has outstanding contracts granting exclusive rights on such excluded ware. If, during the life of said General License Agreement, any such exclusive right, excepting those exclusions set out in the parentheses above, shall cease to be exclusive to any one concern, Hartford will remove said exclusion or exclusions from this Agreement and will so notify Owens-Illinois.

[fol. 16873] SCHEDULE B

Annexed to General License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company, Dated July 1, 1932.

Form Of Individual Machine License

Owens-Illinois Glass Company

.....Feeder (Former) License.

No.. .....

This License No..... made this ..... day of ....., 193.., between the Hartford-Empire Company, a corporation organized under the Laws of Delaware, and Owens-Illinois Glass Company, a corporation organized under the laws of Ohio, in consideration of the Mutual covenants herein set forth and referred to,

Witnesseth, That It Is Agreed between the parties hereto that a certain glass feeding (forming) machine described as follows:

(Number and description of machine)

shall be held subject to all the provisions of a certain General License Agreement between the parties hereto dated July 1, 1932, which provisions are expressly made a part of this license.

Hartford-Empire Company, by —— ——; Owens-Illinois Glass Company, by —— ——.

[fol. 16874] SCHEDULE C

Annexed to General License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company, Dated July 1, 1932

Schedule of Lowest Rates Now Applying to Glass Feeders Operated by Owens-Illinois

The weights below specified are the weights of the finished articles.

	Per Gross
2 oz. weight and under.....	10 cents
Over 2 oz. weight and not exceeding 4 oz. weight..	11 cents
Over 4 oz. weight and not exceeding 8 oz. weight..	12 cents

	Per Gross
Over 8 oz. weight and not exceeding 12 oz. weight	13 cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 cents
Over 30 oz. weight and not exceeding 96 oz. weight	One-twelfth (1/12) of a cent per pound
Over 96 oz. weight and not exceeding 128 oz. weight	One-sixth (1/6) of a cent per pound

The royalty on all fruit jars up to and including one-half gallon capacity shall be Twelve Cents (12¢) per gross.

[fol. 16875] Owens-Illinois shall pay, while the said General License Agrement is in full force and effect, a minimum royalty of Fifteen Hundred Dollars ($1500.00) each year, upon each Feeder operated at some time during that year (and under whatever agreement or license held and operated) payable on or before the 15th day of January for the year last preceding, Provided, However, that Owens-Illinois shall pay no minimum royalties for any calendar year in which Owens-Illinois shall pay to Hartford, [illegible] earned royalties on ware produced, a sum not less than the total of the number of Feeders, so operated and upon which royalties are payable hereunder, times Fifteen Hundred Dollars ($1500.00). For the purposes of this paragraph the Feeders operated by Owens-Illinois Pacific Coast Company shall be deemed held and operated by Owens-Illinois so long as Owens-Illinois Pacific Coast Company remains a subsidiary of Owens-Illinois.

No royalty shall be payable by Owens-Illinois upon stoppers, caps, lids and/or liners.

The royalty rates on milk and cream bottles shall be twenty (20) cents per gross for one quart size, and fifteen (15) cents per gross for one pint size, and twelve (12) cents per gross for one-half pint size, and ten (10) cents per gross for one-quarter pint size, and for other sizes a royalty proportioned by weight of product to the royalty for the nearest size.

Whenever Owens-Illinois in any one calendar year shall have produced, with Licensed Inventions, a total of five hundred thousand (500,000) gross of milk bottles, Hartford will, during the term of this Agreement, pay to Owens-

Illinois, a refund upon the royalties paid by Owens-Illinois upon additional milk bottles thereafter produced, during such year, by Owens-Illinois. Such refund shall be equivalent to seven cents (7¢) per gross upon such subsequent additional production, but shall not be paid upon more than a [fol. 16876] total additional production of five hundred thousand (500,000) gross. Such refunds shall be paid monthly within ten days after Hartford shall have received from Owens-Illinois the monthly royalty payable upon such additional production; Provided that no milk bottles of a size smaller than one-half (½) pint shall be included or counted in such first total of five hundred thousand (500,000) gross or in any production additional thereto.

[fols. 16877-16880] SCHEDULE D

Annexed to General License Agrement between Hartford-Empire Company and Owens-Illinois Glass Company, Dated July 1, 1932

Exclusions of Owens-Illinois

Caps
Liners

[fol. 16881] GOVERNMENT EXHIBIT No. 146

Supplemental Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

Agreement, made and entered into as of the 1st day of July, 1932, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford") and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio (hereinafter called "Owens-Illinois").

In consideration of One Dollar ($1.00) by each of the parties to the other paid, receipt of which is hereby acknowledged, and of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

1. In the event and at the time that Owens-Illinois, prior to January 3, 1945, shall be deprived of its right under the General License Agreement between Hartford and Owens-Illinois dated July 1st, 1932, to receive one-third of the Net

Income of Hartford, otherwise than through the default of Owens-Illinois or by reason of the termination by Owens-Illinois of the General License Agreement under the provisions of Section 12 thereof, Owens-Illinois shall then have and continue to enjoy such right to use and practice the Licensed Inventions of Hartford (paying royalties therefor, during the remaining life of the General License Agreement, to Hartford at Hartford's Lowest Rates), as is set forth in [fol. 16882] the General License Agreement. It is estimated by the parties hereto that the value of the license rights granted by Owens-Illinois to Hartford by the General License Agreement, and of Owens-Illinois' engineering information and advice, is equal at least to the amount of said royalties, less an amount equal to Hartford's minimum royalties at any given time upon the Feeders and Formers from time to time operated by Owens-Illinois and upon which royalties are due to Hartford under the General License Agreement. Therefore, in said event, Hartford shall pay, as royalty and compensation, during the remaining life of the General License Agreement, to Owens-Illinois the amount received by it from Owens-Illinois, less an amount equal to the minimum royalties aforesaid, calculated upon the following basis, to wit:

(a) For each Feeder or Former, subject to royalty, operated in any year more than nine months, the full minimum royalties shall be paid for that year.

(b) For each Feeder or Former, subject to royalty, operated in any year more than six months and not more than nine months, three-fourths of such minimum shall be paid for that year.

(c) For each Feeder or Former, subject to royalty, operated in any year less than six months, one-half of such minimum shall be paid for that year.

The minimum royalties for Feeders shall not exceed $1,500 per year. The minimum royalties for Formers shall not exceed $500 per year.

All other applicable terms and conditions of the General License Agreement shall remain in full force and effect.

2. Owens-Illinois may, at its option, terminate this Agreement at any time by giving Hartford six months' notice in writing of its intention so to terminate.

[fol. 16883] In Witness Whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Owens-Illinois Glass Company, by Wm. E. Levis, President. (Seal.)

Attest: Lloyd T. Williams, Asst. Secretary.

Owens-Illinois Pacific Coast Company, a corporation of Delaware, and a subsidiary of Owens-Illinois, hereby accepts, concurs in and agrees to be bound by all the provisions of the foregoing Supplemental Agreement.

Owens-Illinois Pacific Coast Company, by Wm. E. Levis, Chairman. (Seal.)

Attest: Lloyd T. Williams, Asst. Secretary.

[fols. 16884-16885] GOVERNMENT EXHIBIT No. 147

Suction Inventions License Agreement Between Hartford-Empire Company and Owens-Illinois Glass Company. Dated July 1, 1932

[fol. 16886-16887] Index to Sections and Schedules

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[fol. 16888] Suction Inventions License Agreement Between Hartford-Empire Company and Owens-Illinois Glass Company

Agreement made and entered into as of the 1st day of July, 1932 between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford") and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio (hereinafter called "Owens-Illinois").

Whereas, Owens-Illinois will, by the cancellation of its General License Agreement with Hartford dated April 9, 1924, surrender certain valuable rights, including the right to use certain feeder and forming machine units without royalty;

Now, therefore, in consideration of such cancellation and the surrender of such rights, and in further consideration of the covenants hereinafter contained, it is hereby agreed between the parties as follows:

Section 1. Definition. The words "Suction Inventions" shall be defined as an held to include all of the following inventions and/or assignable or divisible interests therein now owned or controlled, or hereafter and prior to January 3, 1945, owned, acquired or controlled by Hartford in so far as the same are included in the inventions described below in this Section 1:

Inventions of apparatus for or methods of forming glass glass by suction into molds, excluding, however, drawing [fol. 16889] glass by suction into a gathering cup (not a mold) and discharging the gather into a mold.

Inventions of apparatus for or methods of forming glass by forming machines if and so far as such inventions are used or usable with, but only for use with, apparatus for and methods of drawing glass by suction into molds, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold.

Inventions relating to furnaces as such and other apparatus, and not being functional parts of the gathering or forming process, shall not be included in Suction Inventions.

Section 2. License and Release of Present Owens-Illinois Machines. Hartford hereby grants to Owens-Illinois,

royalty free, a non-exclusive, non-assignable (except to the successors to its entire glass manufacturing business) and non-divisible (except to its subsidiaries) license to use all machines and apparatus involving Suction Inventions manufactured by or for Owens-Illinois prior to the date hereof and now owned by it or by any of its subsidiaries including the RM machine built for Owens-Illinois by the Taft-Pierce Machine Company at Woonsocket, Rhode Island) and to make and use all reproductions thereof whenever made. Hartford hereby releases and discharges Owens-Illinois and its subsidiaries from any and all claims of infringement of its patents, now or hereafter owned or acquired, on account of the manufacture or use of any such machines and/or apparatus. Such machines and apparatus falling within the terms of this section are described by letter designations or drawing numbers in Schedule A hereto attached.

Section 3. Hartford's Options to Owens-Illinois. Before selling, or licensing the use of, any Suction Inventions to [fol. 16890] anyone other than Owens-Illinois, Hartford shall offer to Owens-Illinois in writing the following three options, with respect to one or more of such Suction Inventions, and the United States patents issued and to be issued thereon:

(a) to take an non-exclusive license thereunder;

(b) to take an exclusive license thereunder; or

(c) to purchase such invention or inventions and the patent or patents issued or to issue thereon.

The time or times when such offer shall be made and the invention or inventions included therein shall be in the discretion of Hartford except as set forth in Section 9 hereof. In such offer Hartford shall state the amount of consideration (royalty, and flat sum in full, or otherwise) it asks for an exclusive license and for a non-exclusive license under such invention or inventions covered by such offer and the amount of the purchase price for such invention or inventions and patents. Owens-Illinois shall, within three months after receiving such offer, notify Hartford in writing of its acceptance of one of said options, or the release of its options on such offered invention or inventions, or of its desire for arbitration of the questions

involved. If Owens-Illinois shall not so notify Hartford within such three months, all of the said options shall be considered waived by Owens-Illinois as to the particular Suction Inventions so offered. If arbitration is desired by Owens-Illinois such arbitration shall proceed with all reasonable dispatch. Owens-Illinois shall not be required to exercise its option until agreement has been had between it and Hartford as to the royalty or entire sum to be paid for such non-exclusive license and for such exclusive license and the sum to be paid for the purchase of such patents and/or inventions, or, failing such agreement, un- [fol. 16891] til such royalties and sums have been determined by arbitration as hereinafter provided. Owens-Illinois shall, within ninety days after the award of the arbitration, notify Hartford in writing of the exercise or release of such options.

Section 4. Royalty and Conditions of Licenses and Sales. Royalty shall be payable, under any license hereafter granted to Owens-Illinois pursuant to this Agreement, with respect to any Suction Invention only from the date upon which such agreement is had, or from the date of the award under such arbitration, determining the amount of the royalty and purchase price payable.

Every non-exclusive license granted to Owens-Illinois hereafter pursuant to this Agreement shall be non-divisible except that Owens-Illinois may grant sub-licenses to one or more of its subsidiaries and shall have the exclusive right to grant sub-licenses to Hazel-Atlas Glass Company, a corporation of West Virginia, and to its subsidiaries, and to The Ball Brothers Company, a corporation of Indiana, and to its subsidiaries; but every exclusive license granted to Owens-Illinois hereafter pursuant to this Agreement shall be fully divisible and assignable. Owens-Illinois, for the use of said Suction Inventions by its said sub-licensees, shall pay to Hartford royalties at the same rate it is required to pay for its own use thereof.

Every license granted to Owens-Illinois by or pursuant to this Agreement shall extend to the expiration date of the latest expiring patent on any Suction Invention under which such license is granted. Any such license under, or sale of, Suction Inventions shall be subject to Hartford's now outstanding license agreements, as set forth in Schedule B hereto attached and made a part hereof. In case of

transfer to Owens-Illinois of title to any invention which has utility other than as a Suction Invention, Hartford [fol. 16892] shall have an exclusive, assignable and divisible license for such invention for uses other than as a Suction Invention.

Section 5. Damages and Other Remedies. In case Owens-Illinois does not purchase or take a license under a Suction Invention so offered, claims for damages or for injunction or other remedy for infringement thereof shall date from the date of issue of the United States letters patent thereon, or from the date of the award of arbitration thereon, or from the date when Owens-Illinois declines the offer of such Suction Invention, whichever is the later; and no such claims shall be made with respect to a Suction Invention which is not offered as herein provided.

Section 6. United States Rights Only. The rights herein granted are for the United States of America only.

Section 7. Arbitration. All matters for which arbitration is specifically provided for by this Agreement or any dispute arising out of or relating to this Agreement or as a result thereof, shall be settled by arbitration under the rules of the American Arbitration Association and judgment may be entered on the award in any court having jurisdiction.

The arbitrators in determining the amounts of royalty payable for an exclusive license and for a non-exclusive license under, and for the purchase price of, said patents and/or inventions, shall consider, among other factors, the value of such rights to Hartford, that is to say, the probable amount that Hartford would be able to secure from another or others for such rights by sale or licensing.

Section 8. Owens-Illinois' Credit Account. By cancellation of the General License Agreement between Hartford [fol. 16893] and Owens-Illinois dated April 9, 1924, Owens-Illinois will surrender the right to use certain Feeders and Formers free of royalty, for which Owens-Illinois shall have a credit in the amount of Seven Hundred Fifty Thousand Dollars ($750,000) to apply against any above mentioned royalties and/or purchase price of Suction Invention rights.

If and when, from time to time, any royalty shall become due from Owens-Illinois, or from its subsidiaries or sublicensees, under this Agreement, or any purchase price of

patent rights shall become due as above provided, the same may at the option of Owens-Illinois be paid by charge to such credit to the extent that the credit then exists; the balance of such royalty or purchase price, if any, shall be paid in cash, and the balance of such credit, if any, shall be usable for payment of royalties and/or purchase price subsequently falling due.

Section 9. Time of Offer of Inventions. On or before February 1, 1945, Hartford shall offer to Owens-Illinois said options with respect to all Suction Inventions which have not theretofore been offered; *provided* that if the General License Agreement between th parties dated as of July 1, 1932, is terminated prior to January 3, 1945, either as provided in Section 12 thereof or otherwise, Hartford shall, within 30 days after such termination, offer to Owens-Illinois said options with respect to all Suction Inventions owned, acquired or controlled prior to such termination which have not theretofore been offered, and shall have no obligation to offer said options with respect to Suction Inventions acquired subsequent to such termination. All the other provisions of this Agreement shall remain in full force and effect. The purchases, licenses and royalty rights which shall vest, by reason of the exercise of options as provided in Section 3 hereof, shall continue for the full term of the patents involved therein.

[fol. 16894] Section 10. Notification by Owens-Illinois. If at any time during the continuance in force of this Agreement Owens-Illinois shall be aware of any United States Patent issued to Hartford covering any Suction Invention which Owens-Illinois is then using or desires to use, it shall then notify Hartford of such use or desire.

In witness whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.) Attest: Arthur T. Safford, Jr., Secretary. Owens-Illinois Glass Company, by Wm. Levis Pres. (Seal.) Attest: Lloyd T. Williams, Secretary.

[fol. 16895] SCHEDULE B

Annexed to Suction Inventions License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company, Dated July 1, 1932

Outstanding License Agreements of Hartford

1. Corning Glass Works of Corning, New York, by virtue of an agreement dated October 6, 1922, has exclusive rights for the following articles of ware:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where its heat resistance, physical strength or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric strength or higher thermal endurance or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Drawn tube and cane.

[fol. 16896] Further, said Corning Glass Works has non-exclusive rights for the following articles of ware:

(a) Articles of glass which are especially adapted by reason of form or composition for electrical purposes.

(b) Laboratory and art ware.

(c) Paste-mold ware.

2. American Thermos Bottle Company of Norwich, Conn., by virtue of an agreement dated December 22, 1931, and letters dated April 9, 1932, and April 11, 1932, has exclusive rights for glass vacuum bottles when used for Division A of the glas vacuum bottle field, and non-exclusive

rights for glass vacuum bottles when used for Division B of the glass vacuum bottle field. The term "glass vacuum bottles", as herein used, shall consist of any bottles, jars, jugs, and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders. Said bottles, jars, jugs and/ carafes shall be designed and adapted to keep the contents thereof hot for not more than forty-eight (48) hours, and cold for not more than one hundred twenty (120) hours. The term "glass vacuum bottle filed" as hereinabove used shall include the use of said vacuum bottles, as above defined, for the following purposes: 1. *Division A:* For lunch kits, for factory, office and school uses; picnic containers, traveling and camping uses; office and home jug sets and carafes; 2. *Division B:* For holding and dispensing ice creams, frozen foods, frozen confections of all kinds, soft drinks, chilled and hot liquids, and the like; for use in the laboratory for holding liquid air, carbon dioxide, serums and the like.

3. The O'Neill Machine Company of Toledo, Ohio, by an agreement dated February 23, 1931, holds (1) a non-[fols. 16897-16903] exclusive, non-transferable license under claims 1 and 2 of the Cox Letters Patent No. 1,212,189, together with the right to sub-license its customers under the said claims; (2) a release from any and all claims which Hartford may have against said O'Neill, or against its licensees or customers, arising from the manufacture, use, or sale by O'Neill or by O'Neill's customers or licensees, prior to February 23, 1931, of any subject-matter covered by the claims of the said Cox patent No. 1,212,189; (3) the license rights acquired by said O'Neill under said agreement extend only to the particular claims recited above and do not include any other claims of any patents theretofore or thereafter issued to or acquired by Hartford or O'Neill, except that the license rights granted by Hartford to O'Neill under said agreement extend to any claim of any United States patent owend by Hartford, which claim reads upon, and would be infringed by, the structure shown in said Cox patent when used as described in said Cox patent.

[fol. 16904] GOVERNMENT EXHIBIT No. 148

General License Agreement between Owens-Illinois Glass Company and Hazel-Atlas Glass Company

Agreement made and entered into as of the 1st day of July, 1932, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business in Toledo, Ohio, (hereinafter called "Owens-Illinois"), and Hazel-Atlas Glass Company, a corporation of West Virginia, having its principal place of business in Wheeling, West Virginia, (hereinafter called "Hazel-Atlas").

Whereas, Owens-Illinois (then named The Owens Bottle Machine Company), The Toledo Glass Company and Hazel-Atlas entered into license agreements on May 20, 1909 and on April 12, 1910, whereby Hazel-Atlas was granted the right and license to manufacture certain glass articles by the use of the inventions of certain United States patents and applications, which agreements have been amended and modified by agreements of the parties thereto, and

Whereas, certain of the rights acquired by Hazel-Atlas were licensed to Illinois Glass Company by an agreement dated June 29, 1914 and to The Charles Boldt Glass Company by all agreement dated December 31, 1919, the interests of which companies therein have been assigned to Owens-Illinois; and

Whereas, Hazel-Atlas and Owens-Illinois have, since May 20, 1909, made and entered into separate agreements dependent on and/or related to said license agreements of May 20, 1909, and April 12, 1910; and

[fol. 16905] Whereas, the parties are now in disagreement as to their rights and obligations as fixed or determined by the agreements before mentioned; and

Whereas, the parties now desire to adjust their differences and settle all controversies and enter into a new agreement;

Now, therefore, in consideration of the premises and the mutual promises and covenants herein contained, it is agreed as follows:

Section 1. Cancellation of Previous Agreements. The license agreements between Hazel-Atlas, The Toledo Glass Company and The Owens Bottle Machine Company, dated May 20, 1909, and April 12, 1910, with all amendments and modifications thereof and all other agreements between the

parties hereto relating to or dependent upon said agreements of May 20, 1909, and April 12, 1910, including the said Illinois Glass Company and The Charles Boldt Glass Company license agreements, are hereby cancelled. Each party hereto releases the other from any and all causes of action, rights of recovery and claims of whatsoever nature arising out of, and/or out of any breach or violation of, any of the foregoing agreements, hereby cancelled.

Section 2. Covenant as to Outstanding Sublicenses. Hazel-Atlas covenants that there are no outstanding sublicenses from it to any person, firm, or corporation authorizing the use of the patents licensed to it by the agreement of May 20, 1909, except to Owens-Illinois, Illinois Glass Company, The Charles Boldt Glass Company, or subsidiaries of Owens-Illinois.

Section 3. Definitions. "Suction Inventions" shall be defined and held to include all of the inventions and/or assignable or divisible interests therein, now owned or controlled, [fol. 16906] or hereafter and prior to January 3, 1945, owned, acquired, or controlled by either party hereto, in so far as the same are included in inventions described below in this Section.

Inventions of apparatus for or methods of drawing glass by suction into molds, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold.

Inventions of apparatus for or methods of forming glass by forming machines, if and so far as such inventions are used or usable with, but only for use with, apparatus for and methods of drawing glass by suction into molds, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold.

Inventions relating to furnaces as such and other apparatus, and not being functional parts of the gathering or forming process, shall not be included in Suction Inventions.

"License Fee" shall be held to mean any initial payment, in installments or otherwise, made upon the leasing of any mechanism embodying any Suction Invention. "Royalty" shall be held to mean any recurring periodical payment made in consideration of the right to use such a mechanism or process.

Section 4. Owens-Illinois License to Hazel-Atlas. A. Owens-Illinois grants to Hazel-Atlas, royalty free, except as hereinafter provided, a non-exclusive, non-assignable (except to the successors to its entire glass manufacturing business) and non-divisible (except to its subsidiaries in accordance with the provisions of Section 10 of this Agreement), license to make or have made for it or them and/or to use machines and/or methods embodying Suction Inventions for the manufacture of bottles and jars for use as food containers and miscellaneous containers, specified in [fol. 16907] Schedule A hereto attached. The license hereby granted shall not include (1) milk or cream bottles; (2) bottles for containing beverages; (3) for domestic use, (but not for sale to packers for commercial packing) Mason fruit jars, Lightning style fruit jars, and other sealing jars of the kinds used in preserving for domestic purposes, the opening in which other jars shall not be less than 2⅛ inches in diameter; (4) bottles or jars for containing prescriptions, pharmaceutical preparations, the products of manufacturing chemists, patent or proprietary medicines, other proprietary preparations; (5) containers having a capacity of over two gallons; and (6) such other ware or lines of ware as are specified in Schedule B hereto attached. The word "fruit" in the above definition refers to the type of jars to be excluded hereunder and does not limit their use to preserving fruit. Such license to Hazel-Atlas shall be under all Suction Inventions of Owens-Illinois and under all United States patents now issued or hereafter issued thereon in so far as such patents may cover Suction Inventions. Such license shall run to January 3, 1945 unless sooner terminated, as herein provided. Each machine or mechanism made by Hazel-Atlas, or made for it by others than Owens-Illinois, pursuant to the provisions of this paragraph A, shall be evidenced by the issuance to Hazel-Atlas by Owens-Illinois of an individual license, the terms of which shall not conflict with the provisions of this Agreement.

B. On and after January 3, 1945, Hazel-Atlas shall continue to have and enjoy a license, royalty free, except as hereinafter provided, under Suction Inventions so far as may be necessary to continue the use of any machines or mechanisms then owned by it which embody Suction In-

ventions and which individual machines or mechanisms so embodying Suction Inventions were commercially used by Hazel-Atlas on or before January 3, 1945. Such license shall run for the life of the last expiring patent, issued [fol. 16908] or to be issued, covering Suction Inventions embodied in such machines or mechanisms.

C. By a license agreement, dated July 1, 1932, Hartford-Empire Company, (hereinafter called "Hartford"), granted to Owens-Illinois certain options to acquire rights under Suction Inventions, subject to payment therefor by royalty or by lump sum, with the right to grant sublicenses thereunder to Hazel-Atlas, and also granted to Owens-Illinois a credit of Seven Hundred Fifty Thousand Dollars ($750,000) to be applied against payments to be made by Owens-Illinois to Hartford on account of said rights under its said Suction Inventions. If Owens-Illinois desires to acquire any license under any Suction Invention or Suction Inventions from Hartford on royalty, under the said options, Owens-Illinois shall in writing advise Hazel-Atlas of such desire, and Hazel-Atlas shall within thirty days thereafter advise Owens-Illinois in writing whether it desires to take a sub-license thereunder at the same rates of royalty as Owens Illinois shall pay under such license. If Hazel-Atlas so notifies Owens-Illinois that it does not desire to take such sub-license, or fails to give any notice as above specified, Owens-Illinois shall have the right to take such license free of all right of Hazel-Atlas to use or take sub-license thereunder. Owens-Illinois will use said credit in payment of such rights whether by lump sum or royalty and for use by both Owens-Illinois and Hazel-Atlas. If and when such credit has been exhausted or lost, Hazel-Atlas, if it thereafter uses, under sub-license from Owens, any such Hartford Suction Invention, shall pay to Owens-Illinois the amount of royalty which Owens-Illinois is required to pay to Hartford on account of such use by Hazel-Atlas. Payment shall be made by Hazel-Atlas on or before the 10th of each month, of the amount due Owens-Illinois for Hazel-Atlas' use of such Suction Inventions, made during the preceding month.

[fol. 16909] D. If Owens-Illinois desires to acquire any Suction Invention or Suction Inventions or license thereunder, by purchase or lump sum from Hartford, under the

said options, it shall advise Hazel-Atlas in writing of such desire and if Hazel-Atlas and Owens-Illinois can not agree as to the amount Hazel-Atlas shall contribute toward such acquisition, such amount shall be determined by arbitration, but if Hazel-Atlas declines to make any contribution, then Owens-Illinois shall have the right to acquire such Suction Inventions or license thereunder free of all right of Hazel-Atlas to use or enjoy the same. Such contribution shall be required of Hazel-Atlas only if and when said credit of $750,000 has been exhausted, or lost, or it or the then remainder thereof will be insufficient to make such acquisition. In each such case the contribution shall be only with respect to the amount required after the credit, or the then remainder thereof, has been applied.

E. Hazel-Atlas shall keep proper books and records, showing the length of time each day that machines embodying any Suction Inventions are operated by it and the location thereof, respectively, and the number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine and all other facts necessary or advantageous for carrying out the purpose of this Agreement, all in such form, within reasonable limits, as shall be specified by Owens-Illinois. Such books and records shall at all reasonable times be open to the inspection of Owens-Illinois or its duly authorized agents. Hazel-Atlas and its subsidiaries shall, on or before the 10th day of each month, furnish to Owens-Illinois, upon blanks provided by Owens-Illinois, detailed statements giving in itemized form all the data above mentioned, properly certified as to their respective operations, so far as may be re-[fol. 16910] quired by Owens-Illinois, for the preceding calendar month. Owens-Illinois shall also have access at all reasonable times to the plants where such machines are installed in order to observe the same and the condition and operation thereof.

Section 5. Hazel-Atlas License to Owens-Illinois. Hazel-Atlas grants to Owens-Illinois, royalty free, a divisible and assignable license to make or have made for it, license, use, lease, and/or sell machines and/or methods under all the *Suction Inventions* of Hazel-Atlas, acquired prior to January 3, 1945, and under all United States patents now issued or hereafter issued thereon in so far as such patents may

cover Suction Inventions. Such license shall be exclusive (except that Hazel-Atlas shall retain a non-exclusive right to make or have made for it and to use) and shall run for the life of the last expiring such patent issued or to be issued.

Section 6. Hazel-Atlas Right to Lease or Buy Machinery from Owens-Illinois. Hazel-Atlas shall have the right to take on lease from Owens-Illinois, for uses within the licenses herein granted to Hazel-Atlas, such mechanisms, embodying any of the Suction Inventions, as shall be built by or for Owens-Illinois, paying therefor a License Fee as low as is charged any other licensee by Owens-Illinois for such mechanism under similar circumstances, which shall in no event exceed cost of the same plus fifteen percent (15%). The leasing of every such mechanism shall be evidenced by the issuance to Hazel-Atlas by Owens-Illinois of a lease and license contract which does not conflict with the terms of this Agreement.

If Owens-Illinois sells any such mechanism, Hazel-Atlas shall have the right to purchase such mechanism on the best terms given anyone else at that time.

[fol. 16911] Section 7. Validity and Scope. During the life of this Agreement and while a party is enjoying the benefits of the Suction Inventions, it acknowledges, within the scope of its license, the validity and broad scope of all United States patents issued or to be issued on Suction Inventions.

Section 8. Inventions by Employees. Each party hereto will use reasonable efforts to cause each of its present and future officers and employees engaged in the designing and/or development of machines, processes, methods or inventions, to sign an appropriate agreement with it to transfer and assign to it the full United States rights in and to any and all inventions, patents and patent rights designed, developed or discovered by him in the course of and during his such employment and coming within the definition of Suction Inventions to the end that such party hereto may be enabled to, and will, license the same as contemplated by this Agreement.

Section 9. Disclosure of Inventions. Each party hereto agrees to disclose to the other all of its Suction Inventions within a reasonable time after their acquisition.

Section 10. Extension of Rights and Obligations to Subsidiaries of Hazel-Atlas. All the rights and obligations acquired by and assumed by Hazel-Atlas in this Agreement are hereby extended to each and every present and future subsidiary of Hazel-Atlas, which rights and obligations are to continue only so long as it remains a Hazel-Atlas subsidiary. Hazel-Atlas shall be responsible for the performance by every such subsidiary, while it remains a Hazel-Atlas subsidiary, of all obligations of this Agreement as assumed by Hazel-Atlas herein.

Section 11. Arbitration. All matters for which arbitration is specifically provided by this Agreement, and any [fol. 16912] and all disputes arising out of or relating to this Agreement or as a result thereof, shall be settled by arbitration under the rules of the American Arbitration Association and judgment may be entered on the award in any court having jurisdiction.

Section 12. United States Rights Only. This Agreement covers rights under United States patents and does not extend to any rights in countries foreign to the United States.

Section 13. Title to Machines. Each and every machine and mechanism embodying any of the Suction Inventions and now owned by Hazel-Atlas shall be forthwith sold, assigned, and transferred to Owens-Illinois by appropriate bills of sale. Owens-Illinois shall forthwith lease and license by appropriate instrument all such machines and mechanisms to Hazel-Atlas upon the terms and subject to the conditions set forth in this Agreement. All machines referred to in this Section and licensed and leased to Hazel-Atlas shall be kept in good condition by Hazel-Atlas, reasonable wear and tear excepted, and shall not be changed or altered without the written consent of Owens-Illinois.

Section 14. Machines at Expiration of Term. If the license granted Hazel-Atlas hereunder remains in effect throughout the term herein specified, and all obligations of this Agreement have been fulfilled by Hazel-Atlas, then all of the machines and mechanisms which are leased and licensed by Owens-Illinois to Hazel-Atlas, as provided in Sections 6 and 13 hereof, and which do not contain any Suction Invention covered by unexpired letters patent or then pending applications for letters patent of the United States,

shall be and become the property of, and shall be assigned and transferred to Hazel-Atlas, but, otherwise, all such machines and mechanisms (to which Owens-Illinois then has title) shall remain the property of Owens-Illinois.

[fol. 16913] Section 15. Location and Inspection of Machines. Hazel-Atlas promptly after installation of any machine, embodying any Suction Invention, will inform Owens-Illinois of the place of such installation. If Hazel-Atlas changes the location of any such machine, it will promptly inform Owens-Illinois of such change. The officers and authorized agents of Owens-Illinois shall have access to the factories where said machines are operated for the purpose of inspecting said machines and/or their operation.

Section 16. Termination for Violation. If either party shall violate any of the agreements or conditions herein contained on its part to be kept and performed and shall not remedy and make good such violation within ninety (90) days after notice thereof to it by the other party, in writing, then all the rights hereunder of such party so in default shall, at the election of the other party, be terminated and at an end. Upon termination by reason of such violation on the part of Hazel-Atlas, it shall forthwith deliver to Owens-Illinois all machines and mechanisms, procured from Owens-Illinois, embodying any Suction Inventions covered by then unexpired United States letters patent or applications for United States letters patent.

Section 17. Taxes, Damages and Insurance. Hazel-Atlas shall pay all taxes upon or on account of machines and mechanisms embodying Suction Inventions used by it which may be levied, assessed or charged within the jurisdiction in which said machines or mechanisms shall be kept by Hazel-Atlas, and it shall indemnify and save Owens-Illinois harmless from all damages and losses incurred by reason of any injuries sustained by any person or corporation, by reason of the operation thereof. Hazel-Atlas shall insure, and maintain insured, during the term of this Agreement, all such machines and mechanisms against fire.

[fols. 16914-16920] Section 18. Further Assurance. Each party hereto and its successors and assigns will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effec-

tuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

Section 19. Waiver of Breaches. Any waiver by either party of any breach of any covenant herein contained shall not be deemed a waiver of, or excuse or permit for, any future breach of the same or any other covenant hereof.

Section 20. Termination of Rights and Obligations. All rights and obligations provided in Sections 6, 7, 8, and 9 shall wholly cease and terminate on January 3, 1945.

Section 21. Binding on Successors. This Agreement shall extend to and be binding upon the successors to the entire glass manufacturing business of each party to this Agreement.

Section 22. Definition of "Subsidiary". For the purposes of this Agreement, a "Subsidiary" of any corporation is any corporation or association of which such principal corporation owns over fifty percent (50%) of the voting capital stock or has equivalent ownership.

In witness whereof, the parties have hereunto set their hands and seals, acting therein by their respective officers duly authorized therefor.

Owens-Illinois Glass Company, by (Sgd.) Wm. E. Levis, President. (Seal.) Attest: (Sgd.) Lloyd T. Williams, Asst. Secretary. Hazel-Atlas Glass Company, by (Sgd.) J. H. McNash, President. (Seal.) Attest: (Sgd.) G. S. Quay, Secretary.

[fol. 16921] GOVERNMENT EXHIBIT No. 149

Supplemental License Agreement Between Owens-Illinois Glass Company and Hazel-Atlas Glass Company

Agreement made and entered into as of this 1st day of July, 1932, between Owens-Illinois Glass Company, a corporation of Ohio having its principal place of business in Toledo, Ohio, hereinafter called "Owens-Illinois", and Hazel-Atlas Glass Company, a corporation, of West Virginia, having its principal place of business in Wheeling, West Virginia, hereinafter called "Hazel-Atlas".

Each of the parties hereto has entered into a separate General License Agreement dated July 1, 1932, with Hart-

ford-Empire Company. In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. So long as and only so long as both of said General License Agreements are in full force and effect, and Owens-Illinois is licensed under Hazel-Atlas Licensed Inventions and patents thereon, as provided in said Agreements, Owens-Illinois will pay to Hazel-Atlas for each year, beginning with the year 1933, royalties equal to one-third of the amount by which royalties, calculated at Hartford's Lowest Rates, as defined in said Agreements, on glassware produced in that year by Owens-Illinois and its subsidiaries, on feeders embodying Licensed Inventions, are less [fol. 16922] than 15 per cent of royalties calculated at said rates, on all the glassware produced in that year by Owens-Illinois and its subsidiaries, on feeders embodying Licensed Inventions and on suction machines.

So long as and only so long as both of said General License Agreements are in full force and effect, and Hazel-Atlas is licensed under Owens-Illinois Licensed Inventions and patents thereon, as provided in said Agreements, Hazel-Atlas will pay to Owens-Illinois for each year, beginning with the year 1933, royalties equal to one-third of the amount by which royalties, calculated at Hartford's Lowest Rates, as defined in said Agreements, on glassware produced in that year by Hazel-Atlas and its subsidiaries, on feeders embodying Licensed Inventions, are less than seventy-five per cent of royalties calculated at said rates, on all the glassware produced in that year by Hazel-Atlas and its subsidiaries, on feeders embodying Licensed Inventions and on suction machines.

If either Owens-Illinois or Hazel-Atlas should acquire the control, or should acquire the assets or busines in whole or in part, of any glassware manufacturer, operating feeders embodying Licensed Inventions, the parties hereto shall endeavor to agree whether or not such acquisition should leave unchanged, increase or decrease, and if so, how much, the said per cent of the acquiring party, and, in default of such agreement, the question of what said per cent shall be after such acquisition shall be decided by arbitration, as provided in the General License Agreement between the parties, dated July 1, 1932.

Settlement of the obligations imposed by the first two paragraphs of this Section shall be made for the year in which this Supplemental Agreement is terminated on the basis of the portion of the year elapsed at the time of such termination.

[fol. 16923] Payment for each year, and for the portion of the year at termination, shall be made within sixty days after the close of the year or such termination.

2. Each of the parties agrees with the other that when and if both terminate the respective Agreements above mentioned with Hartford-Empire Company, each shall have and enjoy the rights and licenses hereinafter set forth in Sections 3 to 10, both inclusive.

3. Hazel-Atlas shall have and enjoy, except as hereinafter provided, a non-exclusive, non-assignable (except to the successors of its entire glass manufacturing business) and non-divisible (except to its subsidiaries) license to make or have made for it or them, and to use machines and/or methods embodying Feeder Inventions, Former Inventions and/or Suction Inventions, as hereinafter defined, owned, acquired or controlled by Owens-Illinois, upon which it now or in the future has the right to grant licenses, for the manufacture of the glassware (and parts thereof and therefor) which Hazel-Atlas is licensed to make under the General License Agreement between Hartford-Empire Company and Hazel-Atlas, dated July 1, 1932, excepting (so long as the license from Owens-Illinois to Ball Brothers Company shall remain exclusive) the jars described in item (3) of paragraph A of Section 4 of the General License Agreement between the parties hereto, dated July 1st, 1932, when made by the aid of Suction Inventions. Such license shall be royalty-free, except (*a*) that Hazel-Atlas shall pay royalties at Hartford's then existing Lowest Rates for feeders (as defined in the General License Agreement of July 1, 1932, between Hartford and Owens-Illinois) for the same or similar ware for the production of (1) milk or cream bottles; (2) bottles for containing beverages; (3) said jars described in said item (3); and (4) bottles or jars for con-
[fol. 16924] taining prescriptions; and except (*b*) as hereinafter provided. Provided, however, that Hazel-Atlas shall not be required to pay royalties on such ware when made on feeders or formers owned and commercially used by

Hazel-Atlas or by any of its subsidiaries, prior to July 1, 1932, or on reproductions thereof whenever made. Such feeders and formers are described in Schedule A hereto attached.

4. Owens-Illinois shall have and enjoy, royalty free, a non-exclusive, non-assignable (except to the successors of its entire glass manufacturing business) and non-divisible (except as to its subsidiaries) license to make or have made for it or them and to use machines and/or methods embodying Feeder Inventions and/or Former Inventions, owned, acquired or controlled by Hazel-Atlas, upon which it now, or in the future, has the right to grant licenses, for the manufacture of all kinds of glassware (and parts thereof and therefor).

5. Each of the licenses specified in Sections 3 and 4 shall be under all said Inventions, United States patents thereon (in so far as such patents may cover said inventions) and/or interests therein now owned or controlled or hereafter and prior to January 3, 1945, owned, acquired or controlled by the granting party thereto, upon which it now, or in the future, has the right to grant licenses.

6. On and after January 3, 1945, Hazel-Atlas shall continue to have and enjoy a license, royalty free, except as herein provided, under Suction Inventions so far as may be necessary to continue the use of any machines or mechanisms then owned by it which embody Suction Inventions and which individual machine or mechanisms so embodying Suction Inventions were commercially used by Hazel-Atlas on or before January 3, 1945. Such license shall run [fol. 16925] for the life of the last expiring patent, issued or to be issued, covering Suction Inventions embodied in such machines or mechanisms.

7. A. By a license agreement, dated July 1, 1932, Hartford-Empire Company (hereinafter called "Hartford"), granted to Owens-Illinois certain options to acquire rights under Suction Inventions, subject to payment therefor by royalty or by lump sum, with the right to grant sub-licenses thereunder to Hazel-Atlas, and granted to Owens-Illinois a credit of Seven Hundred Fifty Thousand Dollars ($750,000) to be applied against payments to be made by Owens-Illinois to Hartford on account of said rights under its said

Suction Inventions. If Owens-Illinois desires to acquire any license under any Suction Invention or Suction Inventions from Hartford on royalty, under the said options, Owens-Illinois shall in writing advise Hazel-Atlas of such desire, and Hazel-Atlas shall within thirty days thereafter advise Owens-Illinois in writing whether it desires to take a sub-license thereunder at the same rates of royalty as Owens-Illinois shall pay under such license. If Hazel-Atlas so notifies Owens-Illinois that it does not desire to take such sub-license, or fails to give any notice as above specified, Owens-Illinois shall have the right to take such license free of all right of Hazel-Atlas to use or take sub-license thereunder. Owens-Illinois will use said credit in payment of such rights, whether by lump sum or royalty, and for use by both Owens-Illinois and Hazel-Atlas. If and when such credit has been exhausted or lost, Hazel-Atlas, if it thereafter uses, under sub-license from Owens-Illinois, any such Hartford Suction Invention, shall pay to Owens-Illinois the amount of royalty which Owens-Illinois is required to pay to Hartford on account of such use by Hazel-Atlas. Payment shall be made by Hazel-Atlas on or before the 10th of each month of the amounts due Owens-Illinois for Hazel-Atlas' use of such Suction Inventions made during the preceding month.

[fol. 16926] B. If Owens-Illinois desires to acquire any Suction Invention or Suction Inventions or license thereunder by purchase or lump sum from Hartford, under the said options, it shall advise Hazel-Atlas in writing of such desire and if Hazel-Atlas and Owens-Illinois can not agree as to the amount Hazel-Atlas shall contribute toward such acquisition, such amount shall be determined by arbitration, but if Hazel-Atlas declines to make any contribution, then Owens-Illinois shall have the right to acquire such Suction Inventions or license thereunder free of all right of Hazel-Atlas to use or enjoy the same. Such contribution shall be required of Hazel-Atlas only if and when said credit of $750,000 has been exhausted, or lost, or it or the then remainder thereof will be insufficient to make such acquisition. In each such case the contribution shall be only with respect to the amount required after the credit, or the then remainder thereof, has been applied.

C. Hazel-Atlas shall keep proper books and records, showing the length of time each day that machines embody-

ing any Suction Inventions, Feeder Inventions and/or Former Inventions of Owens-Illinois are operated by it and the location thereof, respectively, and the number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine and all other facts necessary or advantageous for carrying out the purpose of this Agreement, all in such form, within reasonable limits, as shall be specified by Owens-Illinois. Such books and records shall at all reasonable times be open to the inspection of Owens-Illinois or its duly authorized agents. Hazel-Atlas and its subsidiaries shall, on or before the 10th day of each month, furnish to Owens-Illinois, upon blanks provided by Owens-Illinois, detailed statements giving in itemized form all the data above mentioned, properly cer- [fol. 16927] tified as to their respective operations, so far as may be required by Owens-Illinois, for the preceding calendar month. Owens-Illinois shall also have access at all reasonable times to the plants where such machines are installed in order to observe the same and the condition and operation thereof.

8. For the purposes of this Agreement, the following definitions shall be used:

"Feeder Inventions" shall mean inventions of apparatus for or methods of feeding mold charges of molten glass from furnaces to forming machines, excluding, however, from this definition apparatus for, and methods of, drawing glass by suction into molds. Drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold shall be included in Feeder Inventions.

"Former Inventions" shall mean inventions of apparatus for or methods of forming glass by forming machines if and so far as such inventions are used or usable with, but only for use with apparatus for and/or methods of glass feeding other than suction Inventions as herein defined, and other than hand manipulated punties, hand manipulated blow pipes and hand manipulated ladles or other hand processes.

"Suction Inventions" shall be defined and held to mean inventions of apparatus for or methods of drawing glass by suction into molds, excluding however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold, and inventions of

apparatus for or methods of forming glass by forming machines if and so far as such inventions are used or usable with, but only for use with, apparatus for and methods of drawing glass by suction into molds, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold. [fol. 16928] "Suction machines", as used in Section 1 hereof, shall mean machines embodying Suction Inventions.

Inventions relating to furnaces as such and other apparatus and not being functional parts of the gathering or forming process shall not be included in Feeder, Former or Suction Inventions.

9. The licenses that shall be had and enjoyed upon the happening of the conditions specified in Section 2 of this Agreement shall be on the same terms and conditions as contained in the General License Agreement between the parties hereto, relating to Suction Inventions, except where inconsistent with this Agreement.

10. This Agreement covers rights under United States patents and does not extend to any rights in countries foreign to the United States.

In witness whereof, the parties have hereunto set their hands and seals, by their officers duly authorized therefor.

Owens-Illinois Glass Company, by Wm. E. Levis, President.

Attest: Lloyd T. Williams, Asst. Secretary.

Hazel-Atlas Glass Company. By J. H. McNash, President.

Attest: G. L. Quay, Secretary.

[fol. 16929] GOVERNMENT EXHIBIT No. 151

GENERAL AGREEMENT

Hartford-Empire Company and Knox Glass Bottle Company and Others

This Agreement made and entered into this 25th day of August, 1932, among Hartford-Empire Company, a corporation of Delaware, having its principal place of business

at Hartford, Connecticut, (hereinafter called "Hartford"), the Knox Glass Bottle Company, a corporation of Pennsylvania, having its principal place of business at Knox, Pennsylvania (hereinafter called "Knox"), Pennsylvania Bottle Company, a corporation of Pennsylvania, having its principal place of business at Sheffield, Pennsylvania, Marienville Glass Company, a corporation of Pennsylvania, having its principal place of business at Marienville, Pennsylvania, Wightman Bottle and Glass Manufacturing Company, a corporation of Pennsylvania, having its principal place of business at Parkers Landing, Pennsylvania, and Oil City Glass Bottle Company, a corporation of Pennsylvania, having its principal place of business at Oil City, Pennsylvania (said four last-named companies being hereinafter called "said affiliates"),

Whereas Hartford is engaged in the manufacture of glass-working machinery and in the licensing of machinery [fol. 16930] and methods for the manufacture of glassware, and further owns many inventions, applications for letters patent and patents of the United States relating to the manufacture of glassware, and

Whereas Knox and said affiliates are engaged in the manufacture of glassware, and prior to the date hereof have used certain glass feeding machines which Hartford claims infringe certain patents of Hartford.

Whereas Knox and said affiliates desire to effect a settlement for said past infringing use, and desire further that they be enabled to continue the use of such glass feeding machinery under certain terms and conditions.

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, the parties agree as follows:

Section 1—Payment of Damages

(a) In consideration of the release set forth below in Section 2, Knox and said affiliates shall pay to Hartford in the manner hereinafter specified the sum of One Hundred Thousand Dollars ($100,000).

Said One Hundred Thousand Dollars ($100,000) shall be prorated among Knox and said affiliates as follows:

The proportion of Knox on behalf of itself and of Pennsylvania Bottle Company shall be Thirty-nine per cent (39%) or Thirty-nine Thousand Dollars ($39.000).

[fol. 16931] The proportion of Marienville Glass Company shall be Twenty-four per cent (24%), or Twenty-four Thousand Dollars ($24,000)

The proportion of Wightman Bottle and Glass Manufacturing Company shall be Thirty-one per cent (31%), or Thirty-one Thousand Dollars ($31,000)

The proportion of Oil City Glass Bottle Company shall be Six per cent (6%), or Six Thousand Dollars ($6,000)

Each Company agrees to pay one-fiftieth (1/50) of its proportionate share directly to Hartford on or before the 15th day of each month, commencing October 15, 1932, for fifty (50) consecutive months, until its proportionate share shall be paid, the amount payable monthly by Knox being Seven Hundred Eighty Dollars ($780), the amount payable monthly by Marienville Glass Company being Four Hundred Eighty Dollars ($480), the amount payable monthly by Wightman Bottle and Glass Manufacturing Company being Six Hundred Twenty Dollars ($620), and the amount payable monthly by Oil City Glass Bottle Company being One Hundred Twenty Dollars ($120).

(b) Each Company will execute notes payable to Hartford for such monthly amounts, said notes to be without interest, but each shall contain the provision that if and when any note of any of said Companies shall be in default for want of payment, the entire proportionate share [fol. 16932] of said Company shall at once become due and payable.

(c) In the event that Knox shall fail to pay any one of its notes when the same shall become due, Hartford shall have the right to revoke this General Agreement. If, however, at the time of such revocation said affiliates shall have paid all their respective notes when due, Hartford shall grant to said affiliates a license for fifteen (15) feeders to be prorated among them as they shall desire, said licenses being upon substantially the same terms and conditions as contained in this General Agreement, provided, however, that the license to said affiliates shall not include any right to make milk and cream bottles.

In the event that any one or more of said affiliates shall fail to pay its notes when the same shall become due, Knox will, at the request of Hartford, revoke the sub-license of the particular affiliate so failing to pay, and shall cause the

affiliate to return to Hartford the feeders located at the plant of such affiliate. If the feeders so returned to Hartford are less than eight (8) in the case of Marienville Glass Company, five (5) in the case of Wightman Bottle & Glass Company, (2) in the case of Oil City Glass Company, Hartford, at its option, may revoke licenses as to Knox and [fol. 16933] have returned to it, in accordance with the provisions of Sections 16 and 18, a number of feeders equal to the difference between the number of feeders returned to Hartford by the particular affiliate and the number allotted to said affiliate as set forth. Provided however that this shall in no way affect any remedy Hartford may have for the collection of any notes due.

If Knox, however, within Thirty (30) days after notice from Hartford of the failure of one of Knox's affiliates to pay, shall agree with Hartford to assume the remaining proportionate liability of said affiliate Knox shall be entitled thereafter to hold, in accordance with the terms of this Agreement, any rights then held by said affiliate from Hartford.

Section 2. Release: Hartford hereby releases Knox, said affiliates and each of them, from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford in so far as said infringement consisted in the making, using or selling by Knox and/or said affiliates of certain glass feeding machines known as Miller feeders, O'Neill feeders and/or Knox-O'Neill Air Displacement Glass Feeder, said feeders being described more specifically in Schedule "A" of a Bill of Sale among the parties hereto of even date here- [fol. 16934] with. This release, however, shall not extend to the Knox-O'Neill Company, the wholly owned subsidiary of Knox.

Section 3. Extent of License and Lease.

(a) Hartford hereby leases to Knox and Licenses Knox to use the O'Neill, Miller and Kucera feeders now located and numbered as set forth in Schedule "A" annexed hereto (hereinafter termed "said leased machinery"); *Provided,* however, that this license and lease is limited [fol. 16935] (not absolute) and confers only the right to use said leased machinery in continental United States and

in the manner and for the purpose hereinafter set forth, and not otherwise.

(b) The licensing and leasing of said leased machinery shall be evidenced for each of the feeders included within said leased machinery by the issuance of an individual license and lease in substantially the following form:

Knox Glass Bottle Company

Feeder License and Lease No. —

This Feeder License and Lease No. — made this — day of August, 1932, between the Hartford-Empire Company, a corporation organized under the laws of Delaware, and Knox Glass Bottle Company, a corporation organized under the laws of Pennsylvania, in consideration of the mutual covenants herein set forth and referred to

Witnesseth

That it is agreed between the parties hereto that a certain glass feeder described as follows:

shall be held subject to all the provisions of a certain [fol. 16936] General Agreement between the parties hereto dated August —, 1932, which provisions are expressly made a part of this License and Lease.

Hartford-Empire Company. By —— ——.

—— ——.

—— ——.

Knox Glass Bottle Company. By —— ——.

—— ——.

—— ——.

(b) Knox shall be entitled to sub-let said leased machinery to said affiliates and to sub-license said affiliates for the uses herein permitted to Knox at any time during the term of this General Agreement, so long as the affiliate holding said sub-license shall dispose of all its manufactured glassware through Knox, or so long as Knox shall hold a controlling interest in said affiliate.

A sub-license shall be understood at any given time to include the right to use the feeders then located at the plant of the affiliate holding said sub-license, for the manufacture of particular ware then being made upon such feeders.

[fol. 16937] Knox shall at all times be responsible to Hartford for performance by said affiliates of all the terms and conditions of this General Agreement, except for the payment by said affiliates of their respective notes as provided for in Section 1. In the event of any violation by any of said affiliates of any of the terms of this General Agreement, Knox will, at the request of Hartford, revoke the sub-license of the particular affiliate so violating, and shall cause the affiliate to return to Knox any of said leased machinery held prior to such revocation by said affiliate under its sub-license. In the event that Knox shall fail within thirty (30) days after request by Hartford of Knox, to revoke and get back the leased machinery, Hartford shall be entitled to revoke this General Agreement in accordance with the terms of Section 16 below.

Section 4. Term: This General Agreement and all sub-licenses issued hereunder, unless said General Agreement and/or said sub-licenses are sooner revoked or terminated as provided elsewhere herein, shall run for an initial period of eight (8) years from the date of this General Agreement with privilege, if claimed by Knox in writing before the expiration of the said initial period, of one renewal for a supplemental period of eight (8) years, of this General Agreement and any sub-license issued hereunder, upon all the conditions hereof.

[fols. 16938-16940] *Section 5. Hartford Retains Title:* It is understood and agreed that Hartford and its successors and assigns, retains and shall continue to retain throughout the term of this General Agreement complete title to said leased machinery.

Section 6. Place and Nature of Use: Said leased machinery and all improvements thereon shall be used only for manufacturing the glassware defined as "Permitted Ware" in Schedule "B" annexed hereto and only at said plant of Knox located at Knox, Pennsylvania, and/or at the plants of said affiliates located respectively at Sheffield, Marienville, Parkers Landing, and Oil City, all in Pennsylvania, or at any other plant owned by Knox.

Each of the feeders included within said leased machinery and all improvements shall be used for delivering glass to only one forming machine, and not otherwise.

* * * * * * *

[fol. 16941] *Section 9. Accounting:* Knox shall keep proper books of account during the term of this General Agreement, showing the length of time that said leased machinery is operated each day by Knox and/or by said [fol. 16942] affiliates, and the number, kinds and sizes of glassware produced each day by said machinery by Knox and/or by said affiliates, and all other facts necessary or advantageous for carrying out the purpose of this General Agreement, together with a semi-annual statement showing the detailed cost of such production for the preceding six months, all in such form, within reasonable limits, as shall be specified by Hartford.

Such books shall at all reasonable times be open to the inspection of Hartford, or its duly authorized agents. Knox shall, on or before the tenth day of each month, furnish to Hartford upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by Hartford, for the preceding calendar month, except as to said costs of production, which shall be reported semi-annually, as above provided.

Section 10. Royalties:

(a) Knox shall pay to Hartford royalties on all merchantable glassware produced on and after September 1, 1932, and during the term of this General Agreement, by or with the aid of said leased machinery, by Knox and/or by said affiliates, at rates per gross, for the respective items of ware, as provided in Schedule "C" annexed hereto.

[fol. 16943] All of said royalties shall be paid monthly, at Hartford's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware manufactured by Knox and/or by said affiliates under this General Agreement, during the preceding calendar month.

(b) In the event at any time during the term of this General Agreement, Knox shall fail to furnish statements to Hartford as provided for in Section 9 above, or shall fail for any reason to pay to Hartford either minimum royalties as provided for in Section 11 below, or royalties as provided for in this Section on all merchantable glassware produced by or with the aid of said leased machinery by any one or more of said affiliates, Hartford shall have

the right to demand such statement of the affiliate or affiliates using said leased machinery, and also to require such affiliate or affiliates to pay to Hartford any royalties due to Hartford arising from the use by such affiliate or affiliates of said leased machinery, and such affiliates hereby agree in such event to furnish such statements and to pay such royalties.

If such affiliate or affiliates shall fail to pay such royalties when due, Hartford shall have against such affiliate [fols. 16944-16954] and/or affiliates the same remedies of revocation and re-possession of the machinery as it has by this General Agreement under the terms of Sections 16 and 18 against Knox.

[fol. 16955] SCHEDULE "A"

Annexed to General Agreement between Hartford-Empire Company, Knox Glass Bottle Company and Others, dated August 25th, 1932.

Description of Said Leased Machinery

Said leased machinery comprises the following machines located at the following plants and bearing number plates placed thereon by Hartford.

Pennsylvania Bottle Company, Sheffield, Pa.

O'Neill Feeders No. 1, 2 and 3.
Miller Feeders Nos. 30 and 31.
Kucera Feeder No. 1.

Marienville Glass Company, Marienville, Pa.

O'Neill Feeders Nos. 4, 5, 6, 7 and 8.
Miller Feeders Nos. 32, 33 and 34.

Oil City Glass Company, Oil City, Pa.

Miller Feeders Nos. 35 and 36.

Knox Glass Bottle Company, Knox, Pa.

Miller Feeders Nos. 42, 43, 44 and 45.

Wightman Bottle and Glass Manufacturing Company, Parkers Landing, Pa.

Miller Feeders Nos. 37, 38, 39, 40 and 41.

[fol. 16956] SCHEDULE "B"

Annexed to General Agreement between Hartford-Empire Company, Knox Glass Bottle Company and Others, dated August 25th, 1932.

SPECIFICATION OF GLASSWARE WHICH MAY BE MADE

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding one hundred twenty-eight (128) ounces in weight.

Blown bottles and pressed and blown bottles and jars insofar as they shall fall within the following classes of ware:

1. Prescription and proprietary medicine ware.

2. Condiment and packers ware.

[fol. 16957] 3. Milk and cream bottles provided, however, that the total number produced by Knox and/or said affiliates on said leased machinery shall not exceed seventy-five thousand (75,000) gross in any one calendar year.

4. Beverage bottles excluding, however, pressure ware for containing artificially carbonated drinks such as sodas, ginger ales, mineral waters and other soft drinks.

5. Toilet and perfume ware.

6. Miscellaneous bottles and jars for

(a) Cleaning fluids
(b) Polishes for furniture, shoes, and metals
(c) Insecticides
(d) Paints, shellacs and varnishes
(e) Ammonia and bluing
(f) Inks, cements and mucilages
(g) Non-medical powders and dry chemicals.

7. Bottles for ginger beer made of amber to be sold to Miller-Becker Company of Cleveland, Ohio.

8. Nursing Bottles.

[fol. 16958] EXCLUSIONS

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade or containing more than five per cent. boric oxide or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold blown articles of glass insofar as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown.

(g) Tumblers, fruit jars for domestic (household) use; gas globes, chimneys, vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane.

(h) Marbles and Lithographers balls.

(i) Vacuum bottles.

[fol. 16959] SCHEDULE "C"

Annexed to General Agreement between Hartford-Empire Company, Knox Glass Bottle Company and Others, dated August 25th, 1932.

RATES OF ROYALTY

The weights below specified are the weights of the finished articles.

	Per Gross
2 oz. weight and under	10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 Cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 Cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 Cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 Cents
Over 30 oz. weight and not exceeding 96 oz. weight	one-twelfth (1/12) of a cent per pound.
Over 96 oz. weight and not exceeding 128 oz. weight	one-six (1/6) of a cent per pound.

The royalty rates on milk and cream bottles shall be twenty (20) cents per gross for one quart size; and fifteen (15) cents per gross for one pint size, and twelve (12) cents per gross for one-half pint size, and ten (10) cents per gross for one-quarter pint size, and for other sizes a royalty proportioned by weight of product to the royalty for the nearest size.

[fols. 16960-16961] SCHEDULE "D"

Annexed to General Agreement between Hartford-Empire Company, Knox Glass Bottle Company and others, dated August 25th 1932.

List of U. S. Patents

Note: Secs. 7, 8 and 11 through 21 are similar to secs. 9, 10 and 13 through 24, respectively, of Ex. 152 (Hartford-Lamb agreement).

[fol. 16962] *Bill of Sale*

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the Knox Glass Bottle Company, a corporation of Pennsylvania, having its principal place of business at Knox, Pennsylvania, The Pennsylvania Bottle Company, a corporation of Pennsylvania, having its principal place

of business at Sheffield, Pennsylvania, Marienville Glass Company, a corporation of Pennsylvania, having its principal place of business at Marienville, Pennsylvania, Wightman Bottle and Glass Manufacturing Company, a corporation of Pennsylvania, having its principal place of business at Parkers Landing, Pennsylvania, and Oil City Glass Bottle Company, a corporation of Pennsylvania, having its principal place of business at Oil City, Pennsylvania, jointly and severally hereby sell, assign and transfer to Hartford-Empire, of Hartford, Connecticut, all their right, title and interest to and in all the glass feeding machines, known as Miller Feeders, O'Neill Feeders and Kucera Feeders, to which they, or any one of them, now hold title to or have an interest in, said feeders at the present time being located and described as set forth in Schedule "A" annexed hereto.

[fol. 16963] Knox Glass Bottle Company By W. T. McDowell, Pres., R. R. Underwood, Sec'y. Pennsylvania Bottle Company By R. R. Underwood, Pres., L. D. Carroll, Sec'y. Marienville Glass Company By R. R. Underwood, Pres., R. A. Dinble, Sec'y. Wightman Bottle and Glass Manufacturing Company By R. R. Underwood, Pres., E. C. Griffith, Sec'y. Oil City Glass Company By R. R. Underwood, Pres., Al Sierk, Asst. Sec'y.

[fols. 16964-16984] SCHEDULE "A"

Annexed to Bill of Sale

List of Feeders with their Respective Locations and Numbers (to be affixed in accordance with a General Agreement Between Hartford-Empire Company, Knox Glass Bottle Company and Others, dated August 25th 1932.

Wightman Bottle and Glass Manufacturing Company. 5 Miller Feeders, #37, #38, #39, #40, #41.

Oil City Glass Company. 2 Miller Feeders. #35 and #36.

Marienville Glass Company. 5 O'Neill Feeders, #4, #5, #6, #7 and #8. 3 Miller Feeders, #32, #33 and #34.

Knox Glass Bottle Company. 4 Miller Feeders, #42, #43, #44 and #45.

Pennsylvania Bottle Company Wilcox Plant. 2 Miller Feeders, #30 and #31.

Sheffield Plant. 1 Kucera Feeders #1, 3 O'Neill Feeders #1, #2 and #3, 2 Miller Feeders (not complete).

[fol. 16985] GOVERNMENT EXHIBIT No. 152

General Agreement
Between
Hartford-Empire Company
and
The Lamb Glass Company

This Agreement made and entered into this 10th day of November, 1932, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and The Lamb Glass Company, a corporation of Ohio having its principal place of business at Mount Vernon, Ohio, (hereinafter called "Lamb"),

Whereas Hartford is the owner of patents, patent applications and patent rights relating to glassworking machines and the manufacture of glassware, some of which are set forth in Schedule E annexed hereto, and is engaged in the development and the commercializing of inventions relating to such machinery and manufacture;

Whereas Lamb is engaged in the manufacture of glassware and desires a certain license under Hartford's patents, patent applications and patent rights and the right to acquire certain of Hartford's equipment;

Now, Therefore, in consideration of these premises and the covenants and royalties hereinafter set forth, the parties agree as follows:

[fol. 16986] *Section 1—Form of Individual License and Lease.* The Eight (8) Miller feeders described in Schedule A annexed hereto (hereinafter termed "original leased machines") are hereby agreed to be from the date hereof and are hereby leased and the use thereof licensed under this General Agreement. The leasing and licensing of said original leased machines and the leasing and licensing of all Hartford Single Feeders furnished by Hartford to Lamb under the terms of Section 2 below shall be evidenced for each of said machines and feeders by the issuance by Hartford of an individual License and Lease in substantially the following form:

The Lamb Glass Company

Feeder License and Lease No. —

This License and Lease No. — made the — day of ——, —, between Hartford-Empire Company, (hereinafter called "Licensor"), a corporation of Delaware having its principal place of business at Hartford, Connecticut, and The Lamb Glass Company (hereinafter called "Licensee"), a corporation of Ohio having its principal place of business at Mount Vernon, Ohio, in consideration of the [fol. 16987] mutual covenants herein set forth and referred to

Witnesseth

That the Licensor hereby leases to the Licensee and licenses the Licensee to use a certain glass feeding machine described as follows:

This said License and Lease is made in pursuance of and with express reference to a certain General Agreement between Licensor and Licensee dated October —, 1932.

It is agreed between the parties hereto that the said machine shall be taken, installed, held, licensed, leased, used, operated and returned subject to all the provisions of said General Agreement in so far as such provisions are by such Agreement made applicable to said machine and such provisions are expressly made a part of this License and Lease.

Hartford-Empire Company, by —— ——. The Lamb Glass Company, by —— ——.

In presence of —— ——.

[fol.16988] *Section 2—Substitution of Hartford Single Feeders.* Lamb shall have the right, at any time during the term of this General Agreement, to substitute a Hartford Single Feeder for each of said original leased machines, and upon such substitution shall discontinue permanently the use of the original leased machine for which substitution was made. Upon such substitution Lamb agrees to return at once to Hartford the original leased machine for which substitution was made. Thereupon it shall be relieved from any further obligations for royalties of any sort thereafter accruing upon the original leased machine so substituted for, discontinued and returned.

If Lamb shall elect so to substitute a Hartford Single Feeder for one of said original leased machines then in that event Hartford shall furnish to Lamb for each of said

original leased machines substituted for, permanently discontinued and returned, a Hartford Single Feeder as described in Schedule A annexed hereto, and such Hartford Single Feeder shall be leased and the use thereof licensed under this General Agreement. The license fee payable for each such feeder shall not be in excess of the amount charged by Hartford to others, and shall be payable according to Hartford's standard terms.

[fol. 16989] As soon as a Hartford Single Feeder shall be furnished by Hartford to Lamb in accordance with the terms of this Section, an individual license and lease in the form set forth in Section 1 shall be executed, and such feeder shall become a "substituted leased machine" as that phrase is hereinafter used.

Section 3—Preparation for Installation of the Hartford Single Feeder. Lamb agrees, upon receiving drawings and lists showing locations and dimensions of the Hartford Single Feeder to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, shafting, tools, motor, power and such other adjuncts and equipment as are required, to the complete satisfaction of Hartford.

Section 4—Delivery and Installation of the Hartford Single Feeder. Hartford, as soon as reasonably possible after the provisions of Section 3 shall have been complied with, shall furnish the Hartford Single Feeder to be obtained under the terms of Section 2 above f. o. b. rail shipment at place of manufacture, and shall aid in installing said feeder as provided in Schedule B annexed hereto.

Lamb agrees to proceed diligently with the installation of said feeder as soon as the same is furnished, and to [fol. 16990] accept it and pay royalties to Hartford as called for as to original leased machines and substituted leased machines by Sections 12 and 13 of this General Agreement.

Section 5—Extent of Agreement. Hartford hereby leases to Lamb and hereby licenses Lamb to use the said original leased machines and said substituted leased machine; *Provided,* however, that such licensing and leasing is limited (not absolute), and confers only the right to use said original leased and said substituted leased machines in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by Hartford that other machinery and equipment of Lamb or of others will operate successfully or efficiently in conjunction with said original leased machines and said substituted leased machines of Hartford.

Section 6—Title. It is understood and agreed that Hartford holds complete title to all of said original leased machines and said substituted leased machines, and will continue to hold, until the provisions of Section 21 below have been complied with by Lamb, complete title to such [fol. 16991] machines.

Section 7—Term. The term of this General Agreement and of all individual licenses and leases issued hereunder for said original leased machines and substituted leased machines, shall, unless sooner revoked or terminated, as provided elsewhere herein, run until October 15, 1940, including the privilege if claimed by Lamb in writing before the expiration of the said initial period, of One (1) renewal for a supplemental period of Eight (8) years upon all the conditions hereof.

Section 8—Place and Nature of Use. Said original leased machines and substituted leased machines and all improvements thereon shall be used only for manufacturing the glassware defined as Permitted Ware in Schedule C annexed hereto, and to the extent therein provided, and only at the plant of Lamb located at Mount Vernon, Ohio, or at any other plant owned by Lamb.

Each original leased machine and each substituted leased machine and all improvements thereon shall be used for delivering glass to only one forming machine, and not otherwise.

Said original leased machines and said substituted leased machines shall be used only by Lamb or its operatives.

[fol. 16992] *Section 9—Prohibition of Assignment.* Said original leased machines or said substituted leased machines, the individual licenses and leases covering them, or this General Agreement, shall not be transferred, assigned or sub-let by Lamb except to the purchaser of its entire business. If any of them be otherwise transferred, assigned or sub-let by Lamb, or if Lamb discontinues for a period of more than One (1) year the production of glass-

ware under this General Agreement, or is adjudicated bankrupt, or a receiver is appointed over it, or if Lamb makes any general transfer or assignment for the benefit of creditors, then and in any such case this General Agreement and all licenses and leases hereunder, or any one or more of them, may, at the option of Hartford, be terminated.

Section 10—Changes, Additions and Improvements. No changes and no additions, other than reasonable and proper repairs, and other than necessary or proper safety appliances, shall be made in or to said original leased machines and said substituted leased machines, except by consent of both parties to this Agreement, or except as provided in Section 18 hereof for the event of injunction, and except as provided for in this Section for improvements; and all changes and additions when made to said original leased [fol. 16993] machines or to said substituted leased machines shall become the property of Hartford and fall within the provisions of this General Agreement. Complete title to all patent rights at any time possessed during the term of this General Agreement by Lamb covering such changes and additions shall be transferred to Hartford.

Lamb, shall, during the term of this General Agreement, be given the benefit for the purposes set forth in Section 8 of any and all improvements for use in and upon said original leased machines and said substituted leased machines which may be devised, developed or acquired by Hartford if and when said improvements shall, with the express consent of Hartford, have been used commercially in the United States upon feeders of the same type as said original leased machines or said substituted leased machines in the making of glassware. In such event Hartford will, upon written request of Lamb, furnish to Lamb, with reasonable promptness, such parts as may be needed to apply the said improvements to said original leased machines or said substituted leased machines and at prices similar to those charged by Hartford to other similar Licenses. Such [fol. 16994] improvements shall be used by Lamb only in or upon said original leased machines or said substituted leased machines and only during the term of this General Agreement. The word "improvements", when used in this General Agreement, shall be held to mean only (1) substitution of new parts for old parts of said original

leased machines or said substituted leased machines, or (2) changing old parts thereof; or (3) addition of new devices which are intended and adopted to become integral portions of said machines, and to perform only one or more of the original functions of said machines, and not otherwise.

Section 11—Accounting. Lamb shall keep proper books of account during its entire operation under this General Agreement, showing the length of time that each of said original leased machines and each of said substituted leased machines is operated each day, and the number, kinds and sizes of glassware produced each day by said machines, and all other facts necessary or advantageous for carrying out the purpose of this General Agreement.

Such books shall, at all reasonable times, be open to the inspection of Hartford or its duly authorized agents. Lamb shall, on or before the tenth (10th) day of each month, [fol. 16995] furnish to Hartford, upon blanks provided for by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section so far as may be required by Hartford for the preceding calendar month.

Section 12—Royalties. Lamb shall pay to Hartford commencing December 1, 1932, and during the term of this General Agreement, royalties on all merchantable glassware produced by or with the aid of each of said original leased machines and said substituted leased machines at rates for the respective items of ware as provided in Schedule D annexed hereto. All of said royalties shall be paid monthly at Hartford's office in New York funds on or before the fifteenth (15th) day of each month for and upon all merchantable glassware manufactured by Lamb under this General Agreement during the preceding calendar month.

Section 13—Minimum Royalty. (a) Lamb shall pay in royalties a minimum royalty of Fifteen Hundred Dollars ($1500) per year upon each original leased machine and each substituted leased machine, which royalty shall be payable in New York funds on or before the fifteenth (15th) day of January for the year last preceding during the entire term of this General Agreement, including the said supplemental period, if entered upon, of Eight (8) years,

[fol. 16996] subject to the provisions of Section 20. The first and last payment hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively. For each substituted leased machine the minimum royalty shall commence to accrue as of the same date when the minimum royalty of the original leased machine for which it is substituted shall cease, as provided in Section 2 above.

(b) Lamb shall be relieved of all obligations for minimum royalties on said original leased machines and said substituted leased machines for any calendar year in which Lamb shall pay to Hartford in royalties on ware produced a sum not less than the total of all the minimum royalties payable for that year on all the original leased machines and substituted leased machines.

Section 14—Insurance, Taxes and Employees Liability. Lamb shall also, at its own expense, procure and place in the hands of Hartford good policies of insurance against fire to the amount of the full insurable value of said original leased machines and said substituted leased machines payable in case of loss to Hartford.

[fol. 16997] Lamb shall also pay all taxes assessed against the original leased machines and the substituted leased machines and shall hold and save Hartford harmless against any and all damages and costs resulting from injury occurring to any of Lamb's employees or others on account of or in connection with said original leased machines or said substituted leased machines.

Section 15—Operation of Machinery. Lamb shall keep, use and operate said original leased machines and said substituted leased machines and all parts thereof in a careful, safe, prudent and proper manner; shall maintain the same in good order, damage by fire excepted, as hereinafter set forth; shall not, without consent of Hartford, add to or subtract from said original leased machines or said substituted leased machines, excepting necessary or proper safety appliances, or allow changes to be made therein or interfere with the proper operation thereof or remove or deface any plates, dates, numbers or inscriptions placed thereon by Hartford. Lamb shall promptly notify Hartford of the need of any repairs or renewals of said original

leased machines or said substituted leased machines, and Lamb shall, at its own expense, effect such repairs and renewals, purchasing the necessary renewal parts from Hartford.

[fol. 16998] Hartford agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If Hartford declines or neglects so to furnish such parts, Lamb may procure them elsewhere, but they shall not be installed on such machinery until they have been inspected and approved by a representative of Hartford. Lamb shall pay for the reasonable time and expenses of such representative.

Section 16—Inherent Defects. Hartford shall remedy and make good, without charge, any inherent defects appearing in the materials of the substituted leased machines during One (1) year from the date of their installation.

Section 17—Acknowledging Validity of Patents. (a) So long as this General Agreement remains in force, Lamb agrees not to dispute the validity of the Letters Patent under which licenses are herein granted, some of which are set forth in Schedule E annexed hereto so far as these patents apply to the methods and machines which are hereby licensed to Lamb.

(b) In case a final decree shall declare to be void all or substantially all of Hartford's patents embodied in and relating to the original leased machines or the substituted [fol. 16999] leased machines so that Lamb is thereby evicted from all or substantially all of the benefits of this General Agreement, then and in that case Lamb may, at its option, revoke and terminate this General Agreement, in which event Lamb shall thereupon restore to Hartford all of the original leased machines and the substituted leased machines, and their appurtenances, as provided in Section 21 hereof, and shall thereupon be relieved from paying further royalties, minimum or otherwise, thereafter accruing; *Provided,* however, that until such revocation and restoration Lamb shall continue to be bound by all the covenants and provisions of this General Agreement.

Section 18—Protection of Lamb from Infringement Claims; Liability for Non-Performance. (a) Hartford will, at its own expense, save and hold Lamb harmless against

damages and costs recovered in any suit or claims brought against Lamb for alleged infringement of patents based on the use of the original leased machines or the substituted leased machines, but only to the extent of the royalties which shall have been paid by Lamb during and for the period of infringement and before the judgment for such recovery, said period not to exceed, however, the twenty-four (24) [fol. 17000] months immediately preceding such judgment. Hartford shall, upon written request of Lamb, defend any such suits or claims unless or until Hartford shall elect to effect a settlement thereof. Lamb shall promptly inform Hartford of any such suit or claim or any threat or probability thereof coming to the knowledge of Lamb, and shall, at Hartford's expense, fully and freely aid Hartford in defending the same, and shall further promptly inform Hartford of any infringement of Hartford's patents coming to the knowledge of Lamb.

(b) Hartford shall have the right to intervene in and defend as a party thereto any suit brought against Lamb during the term hereof which involves any contention that the making, selling or use of the original leased machines or the substituted leased machines or any improvement or part thereof furnished by Hartford to Lamb constitutes an infringement of any patent.

(c) In case Hartford shall be delayed in the performance of or be rendered unable to perform all or any part of this General Agreement by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation of said substituted leased machines or the operation of the said original leased machines or the substituted leased machines shall be delayed or stopped by the [fol. 17001] process or order of any court of competent jurisdiction, Hartford shall not be liable to Lamb for any loss, delay or damage incurred thereby, except for damages recovered by infringement as set forth and limited above in this Section; *Provided*, however, that if the right of Lamb to use any original leased machine or any substituted leased machine, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until Hartford shall have substituted other machinery or parts as hereinafter set forth, which Hartford agrees to do as

promptly as reasonably possible, the minimum royalty as set forth in Section 13 hereof, applicable to each machine, the use of which is so suspended, shall be waived.

(d) In the event of such an order, decree or injunction being issued against any original leased machine or any substituted leased machine or any part or parts thereof, Hartford reserves the right to substitute with reasonable promptness other machines or parts for those involved in the injunction, and at no cost or charge to Lamb, excepting any license fee or royalty which Hartford may have to pay for the right to make and license Lamb to use such other [fol. 17002] machinery or parts. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction, and shall immediately become subject to all the provisions of this General Agreement.

(e) In the event that such order, decree or injunction shall become permanent against any original leased machine or any substituted leased machine or any part or parts thereof, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this General Agreement shall cease and terminate in all its provisions as to the particular original leased machine or substituted leased machine against which such order, decree or injunction shall become permanent.

Section 19—Right of Revocation. In case Lamb shall violate, fail to observe or refuse to perform any of the conditions set forth in Sections 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 22 and 23 of this General Agreement, or shall cause the same to be violated, Hartford shall have the right, at its option, to revoke and terminate absolutely this General Agreement, or any individual license and lease issued hereunder as to any original leased machine or any substituted [fol. 1703] leased machine, upon giving written notice to Lamb of said revocation at least thirty (30) days before the date when such revocation takes effect. Except as provided in Sections 17, 18, 20 and 23, no termination or revocation whatsoever of this General Agreement under any Section hereof nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of Lamb hereunder to pay and to continue to pay to Hartford the minimum royalty pro-

vided by Section 13 hereof for and during the entire term of this General Agreement, including its supplemental Eight (8) year period, if entered upon, nor shall any royalties paid by Lamb be returned.

Section 20—Commutation of Minimum Royalties. It is further agreed that in the event of such revocation set forth in Section 19 Lamb, in lieu of said obligations therein provided to pay the said minimum royalties throughout said entire term, may, at its option, wholly discharge said obligation by paying to Hartford within Sixty (60) days after said revocation a lump sum equal to Fifty per cent (50%) of the total minimum royalties which would under this General Agreement be payable during the remainder of its term, including its said supplemental period, if entered [fol. 17004] upon; and *provided*, further, that Lamb may at any time during said term, including said supplemental period, revoke and terminate this General Agreement in its option by giving written notice to Hartford Sixty (60) days beforehand of its intention so to revoke and by paying to Hartford within said Sixty (60) days a lump sum in discharge calculated as above set forth in this Section.

Section 21—Re-Possession of Machinery. Upon the termination of this General Agreement at the end of its initial, or supplemental period, or sooner, as herein provided, Lamb shall return to Hartford the original leased machines and the substituted leased machines and all appurtenances thereof covered by this General Agreement or any individual license and lease issued hereunder in good condition, reasonable wear excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of Lamb in which said leased machinery is located. If Lamb shall fail so to deliver the machinery Hartford is hereby authorized to enter upon any premises where the original leased machines and the substituted leased machines may be and take possession thereof and remove it.

Section 22—Inspection. Duly authorized agents or employees of Hartford shall at all reasonable times be al- [fol. 17005] lowed access to the original leased machines or the substituted leased machines for the purpose of inspecting the same and its operation and use, and Lamb shall afford all reasonable facilities therefor.

Section 23—Fire Loss.

(a) In the event that the original leased machines or the substituted leased machines shall be damaged by fire so as to cause a suspension of production therewith Lamb shall immediately give written notice to Hartford as to the extent and nature of the damage to the machines and as to the plans and intentions of Lamb relative to repairing the damage and resuming operations under this General Agreement.

(b) In the event of such damage by fire Hartford, if requested in the said notice, shall, at its own expense, and to an extent not exceeding the amount of insurance received, provide Lamb with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. Lamb shall, at its own expense, promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by Hartford and thereafter during only such time not exceeding Six (6) months as may be necessary for providing and installing the said machinery or parts the minimum royalty [fol. 17006] set forth in Section 13 hereof as to the particular original leased machine or substituted leased machine damaged shall be waived.

(c) If Lamb shall not, within Six (6) months after the occurrence of the fire, rebuild or otherwise repair the damage and resume operation under this General Agreement or if Lamb shall fail to resume the payment of royalties when due, then in any of these cases Hartford shall have the right at its option to revoke and cancel this General Agreement.

Section 24—Waiving of Conditions. None of the terms of this General Agreement shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of Hartford expressly authorized thereto.

Section 25—Unenforceability. In the event that any covenant, term or condition hereof shall, for any reason, be held unenforceable such holding shall not effect or extend to the contract as a whole or to any of its other covenants, terms or conditions which shall remain in full force and effect.

[fol. 17007] In witness whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company. By Roger M. Eldred, General Manager.

Attest:

Arthur T. Safford, Jr., Secretary.

The Lamb Glass Company. By R. M. Lamb, President.

Attest:

Watson Pickard, Secretary.

[fol. 17008] SCHEDULE A

Annexed to General Agreement Between Hartford-Empire Company and The Lamb Glass Company, dated November 10th, 1932.

Machines Covered by Agreement

1. Eight (8) Miller feeders to which will be attached, immediately after the execution of this Agreement, Hartford-Empire Company number plates numbered 51, 52, 53, 54, 55, 56, 57, 58, the first four of said feeders being located on tank #1 at the plant of Lamb and the last four on tank #2.

2. The Hartford Single Feeder equipped with parts shown below adapted to cover range of ware specified elsewhere in this contract..... Class 144

Shear Cam
Plunger Cam
Droup Guide
Ring Holder
Tube Holder
Orifice Support
Plunger Lever
Spout Casing
Tube Clamp
Needle Chuck
Shear Shanks

Not including the following parts:

Spout
Orifice Ring
Tube
Spout Cover
Arch Blocks
Needle
Shear Blades

3. 1 Plain Sub Base	Class 144
4. 1 Set Metal Parts for Forehearth	" "
[fol. 17009] 5. 1 Set Clay Parts for Forehearth	" "
6. 1 Interceptor Mechanism	" "
7. 1 Drive Mechanism excepting Motor, but including Chains and Sprockets adapted to cover range of ware specified elsewhere in this contract	" "
8. 1 Machine Synchronizer	" "
9. 1 Set Single Feeder Operating Tools	" "

[fol. 17010] SCHEDULE B

Annexed to General Agreement Between Hartford-Empire Company and The Lamb Glass Company, dated November 10, 1932.

Installation of Hartford Single Feeders

(1) Hartford will furnish free of charge to Lamb such general supervision as Hartford may deem necessary in connection with the installation of the Hartford Single Feeders.

(2) Hartford will, if requested in writing by Lamb, furnish a competent machinist to direct and assist in the said installation.

(3) Hartford will, if requested in writing by Lamb, furnish a competent operator to instruct Lamb's operators in the operation of the said machinery for a period not exceeding Two (2) weeks from the time the said machinery is installed.

(4) Lamb will pay to Hartford the entire cost incurred by Lamb under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus ten per cent (10%) of the entire cost.

[fol. 17011] SCHEDULE C

Annexed to General Agreement Between Hartford-Empire Company and The Lamb Glass Company dated November 10, 1932.

Specification of Glassware Which Can Be Made Permitted Ware

The ware to be produced hereunder shall comprise only (1) milk and cream bottles, and (2) cheese jars intended and adapted for use by dairies.

(a) *Provided* that only such number of merchantable milk and cream bottles and cheese jars (R.M.L. (ATS) shall be produced in any one calendar year by the Licensee as can be manufactured from the operation of one tank and such number shall not be in excess of the number which can be produced from Twenty-three thousand seven hundred twenty-five (23,725) tons of glass, which is the equivalent in tonnage output of a tank of Sixty-five (65) tons daily capacity operated for Three hundred sixty-five (365) days in the calendar year.

(b) *Provided,* further, that when the Licensee can show, to the reasonable satisfaction of the Licensor, that the total number of domestically manufactured milk and cream bottles sold for use in the United States, has become established at a total of Two million six hundred thousand (2,600,000) gross or more per calendar year, then so long and only so long as such established total sale of milk and [fol. 17012] cream bottles shall continue, the Licensee shall have the right to increase its production of milk and cream bottles to an amount which shall not exceed ten per cent (10%) of such established total sale.

(c) *Provided,* also, there are specifically excluded, without, however, being limited to the exclusions mentioned below, all articles included within the following list of Exclusions:

1. Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

2. Signal and optical ware.

3. Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica; 10% sodium oxide; 5% boric oxide and 5% calcium oxide.

[fol. 17013] 4. Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

5. Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

6. Ware which is pressed and not blown.

7. Tumblers; fruit jars; lantern globes; gas globes; chimneys, vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane.

8. Marbles and Lithographers balls.

9. Vacuum Bottles.

[fol. 17014] SCHEDULE D

Annexed to General Agreement Between Hartford-Empire Company and The Lamb Glass Company dated November 10, 1932.

RATES OF ROYALTY

The royalty rates on milk and cream bottles shall be twenty cents (20¢) per gross for the one quart size; fifteen cents (15¢) per gross for the one pint size; and twelve cents (12¢) per gross for the one-half (½) pint size and ten cents (10¢) per gross for the one-quarter (¼) pint size, and for other sizes a royalty proportioned by weight of product to the royalty for the nearest size of bottle, for which rates are specified in this paragraph.

The quart referred to above is the so-called United States standard quart containing thirty-two (32) fluid ounces, and the pint is of sixteen (16) fluid ounce capacity.

The royalty rates on cheese jars shall be in accordance with the following Schedule:

[fol. 17015] *Per Gross*

2 oz. weight and under .....10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight.....11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight.....12 Cents
Over 8 oz. weight and not exceeding 12 oz. weight.....13 Cents
Over 12 oz. weight and not exceeding 13 oz. weight.....14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight.....15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight.....16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight.....18 Cents
Over 26 oz. weight and not exceeding 30 oz. weight.....21 Cents
Over 30 oz. weight and not exceeding 96 oz. weight.....one-twelfth (1/12) of a cent per pound.
Over 96 oz. weight and not exceeding 128 oz. weight.....one-sixth (1/6) of a cent per pound.

The weights above specified are the weights of the finished articles.

[fols. 17016-17017] SCHEDULE E

Annexed to General Agreement Between Hartford-Empire Company and The Lamb Glass Company, dated November 10, 1932.

List of U. S. Patents

* * * * * * *

[fol. 17018] BILL OF SALE

In consideration of the sum of Twenty-two Thousand Dollars ($22,000), and other valuable considerations, receipt of which is hereby acknowledged, The Lamb Glass Company, a corporation of Ohio having its principal place of business at Mount Vernon, Ohio, hereby agrees to sell, assign and transfer and does by these presents hereby sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all its right, title and interest to and in Nine (9) certain glass feeding machines, to which it now

holds title or has an interest in—all of said feeders being located at the plant of The Lamb Glass Company at Mount Vernon, Ohio. Eight (8) of said feeding machines are known as Miller Feeders, and there will be attached to them, immediately after the execution of this Bill of Sale, Hartford-Empire Company number plates 51, 52, 53, 54, 55, 56, 57 and 58. The other glass feeding machine is known as a Stuckey Feeder and this Feeder will be scrapped or returned to Hartford-Empire Company as soon as possible after the execution of this Bill of Sale.

In Witness Whereof The Lamb Glass Company, acting herein by its President duly authorized therefor, has [fols. 17019-17024] hereunto set its hand and seal this 10th day of November 1932.

The Lamb Glass Company. By R. M. Lamb, President.

Attest:

Watson Pickard, Secretary.

* * * * * * *

[fol. 17025] GOVERNMENT EXHIBIT No. 153

SETTLEMENT FOR DAMAGES

Hartford-Empire Company and The Lamb Glass Company

Dated: November 10th, 1932.

This Agreement made this 10th day of November, 1932, by and between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and The Lamb Glass Company, a corporation of Ohio having its principal place of business at Mount Vernon, Ohio, (hereinafter called "Lamb"), Witnesseth

Whereas Hartford brought suit in equity in the United States District Court for the Southern District of Ohio against Lamb for alleged infringement of certain patents relating to glass feeding machines for the manufacture of glass in which suit a decree was granted against Lamb holding one of the patents valid and infringed as to certain claims and certain other patents invalid, and also ordering

an accounting, the decision on appeal being affirmed in part by the Circuit Court of Appeals for the Sixth Circuit.

Whereas the decision of that Court is believed to be in [fol. 17026] conflict with a decision of the Circuit Court of Appeals for the Eighth Circuit in a suit against another defendant, by reason of which conflict and for other reasons Lamb believes itself to be entitled to the allowance of a petition for writ of certiorari from the Supreme Court of the United States, which petition has already been filed, and

Whereas there is now pending in the United States District Court for the Southern District of Ohio, Eastern Division, a suit in equity, No. 787, by Hartford against Lamb for alleged infringement of Patent No. 1,655,391 to Peiler, which patent has already been held valid by the Circuit Court of Appeals for the Third Circuit in the case of *Hartford-Empire Company v. Hazel-Atlas Glass Company,* and

Whereas the parties hereto desire to settle all this pending litigation with its consequent expense and to take such action as will terminate further proceedings,

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, and of other valuable considerations, the parties agree as follows:

Section 1—Withdrawal of Petition. Lamb agrees, at the request of Hartford, to have such legal steps taken as shall be necessary to withdraw the pending petition to the [fols. 17027-17034] Supreme Court referred to above, or, in case such petition shall have already been granted, to have such petition dismissed.

Section 2—Consent Decree. Lamb hereby agrees that it will consent to the entry of a decree against it in the suit referred to above now pending on the Peiler patent No. 1,655,391, the form of such decree to be approved by counsel for Lamb and Hartford.

Section 3—Release. Hartford hereby releases Lamb from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of any and all of the patents of Hartford relating to the feeding of molten glass.

In Witness Whereof the parties hereto have hereunto

set their hands and seals, acting hereby by their respective officers duly authorized.

Hartford-Empire Company. By Roger M. Eldred, General Manager.

Attest:

Arthur T. Safford, Jr., Secretary.

The Lamb Glass Company. By R. M. Lamb, President.

Attest:

Watson Pickard, Secretary.

[fol. 17035] GOVERNMENT EXHIBIT No. 154

GENERAL AGREEMENT

Hartford-Empire Company and Universal Glass Products Company

This Agreement made and entered in to this 15th day of September, 1932, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Universal Glass Products Company, a corporation of West Virginia having its principal place of business at Parkersburg, West Virginia.

• • • • • • •

[fol. 17036] Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, the parties agree as follows:

Section 1—Payment of Damages

(a) In consideration of the release by Hartford of its claim for infringement against Universal, as set forth in Section 2 below, Universal hereby agrees to pay to Hartford the sum of Forty thousand dollars ($40,000) in the following manner:

The sum of Six hundred sixty-six dollars and sixty-six cents ($666.66) shall be paid to Hartford at its office at 333 Homestead Avenue, Hartford, Connecticut, on or be-

fore the fifteenth day of each month commencing October 15, 1932, for Sixty (60) consecutive months until said Forty thousand dollars ($40,000) shall be paid.

Universal will execute a note payable to Hartford for said sum of Forty thousand dollars ($40,000) payable in the amounts and at the times herein specified.

(b) In the event that Universal shall fail to make any of its monthly payments when the same shall become due, Hartford shall be entitled to revoke this General Agreement or any sub-license and lease issued hereunder and to take possession of the machinery covered by this General Agreement and/or by said sub-license and lease, as the [fol. 17036-17055] may be, all in accordance with the terms of Sections 16 and 18 hereof; *Provided,* however, that this right of revocation and re-possession shall in no way affect any other remedy Hartford may have for the collection of any of said monthly payments.

Section 2—Release. Hartford hereby releases Universal from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford in so far as said infringement consisted in the making, using or selling by Universal of certain glass feeding machines known as Miller Feeders and a Knox-O'Neill Air Displacement Glass Feeder—said feeders being described more specifically in Schedule A annexed hereto.

* * * * * * *

[fol. 17056] SCHEDULE A

Annexed to Bill of Sale

List of Feeders with their Respective Location and Numbers

1. Three (3) Miller Feeders to which will be attached, in fulfillment of the terms of a General License Agreement between Hartford-Empire Company and Universal Glass Products Company of even date herewith, Hartford-Empire Company number plates numbered 46, 47 and 48—said feeders now being located on the large forty-five ton glass tank of Universal Glass Products Company.

2. Two (2) Miller Feeders to which will be attached, in fulfillment of the terms of said Agreement, Hartford-Empire Company number plates numbered 49 and 50—said feeders now being located on the small eighteen-ton tank of Universal Glass Products Company.

3. One (1) Knox-O'Neill Air Displacement Glass Feeder No. 5 now in crates at the plant of Universal Glass Products Company.

[fols. 17057-17062] SCHEDULE A

Annexed to General Agreement between Hartford-Empire Company and Universal Glass Products Company, dated September fifteenth 1932.

The following machinery only is included within the terms of Section 2 of the foregoing agreement, and, further, comprises all the machinery included within the term "said leased machinery" as said term is hereinbefore used:

Note: Exhibit 154 is otherwise similar to Exhibit 152 (Hartford-Lamb Agreement).

[fol. 17063] GOVERNMENT EXHIBIT No. 156

Statement Agreement

This Agreement made this 16th day of December, 1932, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Maywood Glass Company, a corporation of California having its principal place of business at 5615 South Riverside Drive, Los Angeles, California, (hereinafter called "Maywood"),

Witnesseth:

Whereas Hartford is engaged in the manufacture of glass-working machinery and in the licensing of machinery and methods for the manufacture of glassware, and further, owns many inventions, application for letters patent and patents of the United States relating to the manufacture of glassware, and

Whereas Maywood is engaged in the manufacture of glassware, and prior to the date hereof has used certain

glass feeding machines which Hartford claims infringe certain patents of Hartford,

Whereas Maywood desires to effect a settlement for its past infringing use of Hartford's patents,

Now, Therefore, in consideration of these premises and the covenants and payments hereinafter set forth, the parties agree as follows—

[fol. 17064] *Section 1—Payment of Damages.* (a) Maywood hereby agrees to pay to Hartford the sum of Three Thousand Dollars ($3000.00) in the following manner—

The sum of Two Hundred Fifty Dollars ($250.00) shall be paid to Hartford at its office at 333 Homestead Avenue, Hartford, Connecticut on or before the 15th day of each month commencing January 1933, for 12 consecutive months until said Three Thousand Dollars ($3000.00) shall be paid.

Maywood will execute a note payable to Hartford for said sum of Three Thousand Dollars ($3000.00) payable in the amounts and at the time herein specified.

(b) In the event that Maywood shall fail to make any of its monthly payments when the same shall become due, Hartford shall be entitled to revoke the license and lease agreements between Hartford-Empire Company and Maywood Glass Company of even date herewith, and to take possession of the machinery covered by said Agreements or by any of them in the manner provided for in Sections 17 and 19 thereof; *Provided,* however, that this right of revocation and re-possession shall in no way affect any other remedy Hartford may have for the collection of any of said monthly payments.

[fols. 17065-17066] *Section 2.* Hartford hereby releases Maywood from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford, in so far as said infringement consisted in the making, using or selling by Maywood of two certain glass feeding machines known as Bethel (Maywood) feeders, said feeders being more specifically described in Schedules A of the License and Lease Agreements referred to above.

Section 3—Transfer of Feeder Inventions. Maywood hereby sells, assigns and transfers all its right, title and interest to and in any inventions, applications for letters

patent of the United States and United States patents now owned or controlled by it and relating to the feeding of molten glass.

Furthermore, Maywood, at the request of Hartford, will execute such further documents as shall be necessary to vest title to such inventions, patent applications and patents in Hartford.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company By Alfred W. Pease, Asst. Gen. Mgr., A. T. Safford, Jr., Secretary.

Attest:

S. F. Parham.

Maywood Glass Company By Benjamin H. Koons, President.

Attest:

Robert Helsing, Secretary.

[fol. 17067] *Bill of Sale*

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, Maywood Glass Company, a corporation of California, having its principal place of business at 5615 S. Riverside Drive, Los Angeles, California, hereby agrees to sell, assign and transfer and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in two certain glass feeders known as Bethel (Maywood) Feeders now located in its plant at 5615 S. Riverside Drive, Los Angeles, California—said feeders comprising all of the automatic feeders now owned by Maywood Glass Company.

To these Feeders, in accordance with two license and lease Agreements of even date herewith, shall be affixed Hartford-Empire Company Number Plates 6 A and 7 A respectively.

In Witness Whereof said Maywood Glass Company, by its President duly authorized therefor, hereunto sets its hand and seal this 16th day of December, 1932.

Maywood Glass Company By Benjamin H. Koons, President.

Attest:

Robert Helsing, Secretary.

[fols. 17068-17086] GOVERNMENT EXHIBIT No. 157

License and Lease No. B. F. 9 from Hartford-Empire Company to Maywood Glass Company
Los Angeles, California
Dated December 16, 1932.

Bethel (Maywood) Feeder

[fols. 17087-17094] SCHEDULE A

Annexed to License and Lease No. BF9. Dated December 16, 1932.

Description of Leased Machinery. Bethel Feeder No. 6A

One (1) Bethel Feeder (Maywood type) bearing the Hartford-Empire Company's License Plate No. 6A and now located at the plant of the Maywood Glass Company at 5615 South Riverside Drive, Los Angeles, California, and comprising Forehearth, Plunger and Shear mechanisms and all parts, except motor, connected to and associated therewith, said feeder being one of the feeders sold by Maywood Glass Company to Hartford-Empire Company by Bill of Sale of even date herewith.

Note: Exhibit 157 is similar in all material respects to Exhibit 1625."

[fol. 17095] GOVERNMENT EXHIBIT No. 158

Settlement Agreement

This Agreement made this 7th day of December, 1932, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Latchford Glass Company, a corporation of California, having its principal place of business at Huntington Park, Los Angeles, California, (hereinafter called "Latchford"),

[fols. 17096-17097] *Section 1—Payment of Damages.* (a3 Latchford hereby agrees to pay to Hartford the sum of Ten Thousand Dollars ($10000.00) in twelve consecutive quarterly installments of Eight Hundred Thirty-three & 33/100 Dollars ($833.33) each, the first of said installments being due April 1, 1933.

Latchford will execute a note payable to Hartford for the sum of Ten Thousand Dollars ($10000.00), payable in the amounts and at the time herein specified.

(b) In the event that Latchford shall fail to make any of its monthly payments when the same shall become due, Hartford shall be entitled to revoke the General Agreement between Hartford-Empire Company and Latchford Glass Company of even date herewith, or any individual license and lease, issued thereunder, and to take possession of the machinery covered by said agreement or by any of said indivdual licenses and leases in the manner provided for in Sections 19 and 21 thereof; *Provided,* however, that this right of revocation and re-possession shall in no way affect any other remedy Hartford may have for the collection of any of said monthly payments.

Note: Exhibit 158 is otherwise similar to Exhbit 156 (Hartford-Maywood Agreement).

[fol. 17098] Bill of Sale

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, Latchford Glass Company, a corporation of California having its principal place of business at Huntington Park, Los Angeles, California, hereby agrees to sell, assign and transfer, and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in five certain glass feeders known as Bethel Feeders now located in its plant at 7441 Roseberry Avenue, Huntington Park, Los Angeles.

To these Feeders, in accordance with an Agreement of even date herewith, shall be affixed Hartford-Empire Company number plates 1A through 5A.

In witness whereof said Latchford Glass Company, by its President duly authorized therefor, hereunto sets its hand and seal this 7th day of December, 1932.

Latchford Glass Company. By W. J. Latchford, President.

Attest:)

O. S. Parker, Secretary.

[fols. 17099-17121] GOVERNMENT EXHIBIT No. 159

General Agreement Between Hartford-Empire Company and Latchford Glass Company

This Agreement made and entered into this 7th day of December, 1932, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Latchford Glass Company, a corporation of California having its principal place of business at Huntington Park, Los Angeles, California (hereinafter called "Latchford"),

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[fol. 17122] SCHEDULE A

Annexed to General Agreement Between Hartford-Empire Company and Latchford Glass Company, dated Dec. 7, 1932.

Machines Covered by Agreement

1. Five (5) Bethel Feeders to which will be attached, immediately after the execution of this Agreement, Hartford-Empire Company number plates numbered 1A, 2A, 3A, 4A and 5A—numbers 1A, 2A, 3A being for the three feeders now located on the "A" tank at the plant of Latchford, Number 4A being for the one feeder located on the "B" tank, and Number 5A being for the feeder located on the "C" tank.

• • • • • • •

[fols. 17123-17138] Note: Exhibit 159 is otherwise similar to Exhibit 152 (Hartford-Lamb agreement).

[fols. 17139-17162] GOVERNMENT EXHIBIT No. 161

General Feeder Agreement Between Hartford-Empire Company and Brockway Machine Bottle Company

This Agreement made and entered into this 23rd day of January, 1933, between Hartford-Empire Company, a corporation of Delaware having its principal place of busi-

ness at Hartford, Connecticut, (Thereinafter called "Hartford") and Brockway Machine Bottle Company, a corporation of New York having its principal place of business at Brockway, Pennsylvania, (hereinafter called "Brockway"),

• • • • • • •

[fols. 17163-17171] SCHEDULE A

Annexed to General Feeder Agreement Between Hartford-Empire Company and Brockway Machine Bottle Company, dated January 23, 1933.

Machines Covered by Agreement

1. Ten (10) "Harding" Feeders to which will be attached, immediately after the execution of this Agreement, Hartford-Empire Company number plates numbered 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10—the first seven of said numbers being for the seven feeders now located on the larger tank at the plant of Brockway, and the other three being for the three machines located on the smaller of the two tanks.

• • • • • • •

Note: Exhibit 161 is otherwise similar to Exhibit 152 (Hartford-Lamb agreement).

[fol. 17172] GOVERNMENT EXHIBIT No. 163

Hartford-Empire Company
Glass Working Machinery
Hartford, Conn.

Cable Address:
Emhart

March 7, 1933.

Mr. J. H. McNash, President
Hazel-Atlas Glass Company
Wheeling, W. Va.

Dear Mr. McNash:

Your license from the Hartford-Empire Company to the Hazel-Atlas Glass Company does not include the right to manufacture or produce milk bottles.

At the present time, however, we do not object if, at your plant in Oakland, California, you produce a few milk bottles provided you report your production to Hartford and that you pay Hartford the same standard milk bottle royalty rates that our licensees are now paying.

These royalty rates on milks are as follows:

"The royalty rates on milk and cream bottles shall be twenty (20) cents per gross for one quart size; and fifteen (15) cents per gross for one pint size; and twelve (12) cents per gross for one-half pint size; and ten (10) cents per gross for one-quarter pint size; and for other sizes a royalty proportioned by weight of product to the royalty for the nearest standard size of milk and cream bottles for which rates are specified in this paragraph."

[fols. 17173-17174] It must be clearly understood that this is merely a temporary condition and that your production of milk bottles must cease upon notice from us.

I am sending this letter in duplicate and would ask you to sign your approval to one copy.

Yours very truly, F. Goodwin Smith, President.

FGS-C

Subject to cancellation with Owens-Ill.
Approved by Hazel-Atlas Glass Company.

By J. H. McNash, President.

Date March 9-33.

[fol. 17175] GOVERNMENT EXHIBIT No. 170

Agreement Amending Supplemental Agreement

Agreement made and entered into this 29th day of August, 1933, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Hazel Atlas Glass Company, a corporation of West Virginia, having its principal place of business at Wheeling, West Virginia, (hereinafter called "Hazel-Atlas"),

In consideration of One Dollar by each of the parties to the other paid, receipt of which is hereby acknowledged, and of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

A certain Supplemental Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company, dated July 1, 1932, is hereby amended by striking out the second paragraph of Section 3 of said Supplemental Agreement, and inserting in place thereof the following:

—That, in the event of a termination of the General License Agreement in accordance with the provisions of Section 12 thereof, either after Owens-Illinois Glass Company terminates its General License Agreement with Hartford, or after four years from the date hereof, then Hazel-Atlas shall have a royalty-free license (to make, have made for it, and use but not to sell) under said patent, unless or until such time as such patent should, in a suit [fol. 17176] against a defendant other than Hazel-Atlas, or one of its subsidiaries, in a Judicial Circuit other than the Third Circuit,be finally decided by judicial opinion as valid, and infringed by methods or structures substantially the same as those held to infringe in said Hazel-Atlas suit, in which event said license shall forthwith cease, and Hazel-Atlas shall account for its acts with respect to said patent committed by it subsequent to said termination of the General License Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company—

In witness whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford Empire Company. (Sgd.) By F. Goodwin Smith, President.

(Seal.) Attest:

(Sgd.) Arthur T. Safford, Jr., Secretary.

Hazel Atlas Glass Company. (Sgd.) By J. H. McNash, President.

(Seal.) Attest:

(Sgd.) G. S. Quay, Secretary.

[fols. 17177-17178] The following subsidiaries of Hazel-Atlas hereby accept, concur in and agree to be bound by all the provisions of the foregoing Agreement Amending Supplement Agreement:

Hazel Atlas Glass Company of California Limited, a California corporation

Hazel Atlas of New York Incorporated, a New York corporation

Hazel-Atlas Glass Company of Oklahoma, an Oklahoma corporation.

Kearns-Gorsuch Bottle Company, an Ohio corporation.

Hazel Atlas Glass Company of California. (Sgd.) By J. H. McNash, President.

(Seal.) Attest:

(Sgd.) G. S. Quay, Secretary.

Hazel Atlas of New York Incorporated. (Sgd.) By J. H. McNash, President.

(Seal.) Attest:

(Sgd.) G. S. Quay, Secretary.

Hazel Atlas Glass Company of Oklahoma. (Sgd.) By J. H. McNash, President.

(Seal.) Attest:

(Sgd.) G. S. Quay, V. P. & Secretary.

Kearns-Gorsuch Bottle Company. (Sgd.) By J. H. McNash, V. President.

(Seal.) Attest:

(Sgd.) G. S. Quay, Asst. Secretary.

[fol. 17179] GOVERNMENT EXHIBIT No. 195

License Agreement Between The Owens Bottle Company, Licensor; The Toledo Glass Company, Owner; The Charles Boldt Glass Company, and Ball Brothers Company, Licensee.

Agreement made this second day of November, 1924, by and between The Owens Bottle Company, (formerly named the Owens Bottle-Machine Company) a corporation duly organized under the laws of the State of Ohio, and having its principal place of business at Toledo, in said State, hereinafter termed "Licensor", The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal place of business at Toledo, in said State, hereinafter termed "Owner", The Charles Boldt Glass Company, a corpora-

tion organized and existing under the laws of the State [fols. 17180-17185] of Ohio, and having its principal place of business at Cincinnati, in said State, and Ball Brothers Company, (successor to Ball Brothers Glass Manufacturing Company) a corporation organized and existing under the laws of the State of Indiana, and having its principal place of business at Muncie, in said State, hereinafter termed "Licensee";

* * * * * * *

[fol. 17186] Now, therefore, it is hereby covenanted and agreed by and between the parties hereto as follows:

Section 1. *License:* Licensor, in consideration of one dollar ($1.00) to it paid by Licensee, the receipt whereof is hereby acknowledged, and of, and upon condition of, the faithful performance and fulfillment of all the covenants, terms and conditions in this agreement contained, on the part of Licensee to be performed and observed, hereby grants to Licensee, subject to all the covenants, terms and conditions of this agreement, the exclusive right and license to use, and to grant sub-licenses to use, Owens suction type bottle-making machines owned by Licensor and containing the hereinbefore mentioned inventions, or some of them, but only for the purpose of manufacturing, in and throughout that part of the United States of America situated on the Continent of North America, excepting the Panama Canal zone, and not elsewhere, for domestic use, but not for sale to packers for commercial packing, Mason fruit jars, Lightning style fruit jars, and other sealing jars of the kinds used in preserving for domestic purposes, the opening in which other Jars shall not be less than two and [fols. 17187-17197] one-eighth (2⅛th) inches in diameter, together with the non-exclusive right and license to use, and grant sub-licenses to use (but only in connection with said bottle-making machines in the manufacture of the ware above described) molds, tanks, lehrs, conveyors, setting-up mechanism and other mechanism accessory to said bottle-making machines, owned by Licensor and containing the hereinbefore mentioned inventions, or any of them. The word "fruit" in the above definition of Mason and Lightning style Jars refers to the type of jars to be made hereunder and does not limit their use to preserving fruit.

* * * * * * *

[fols. 17198-17209] Section 15. *Term:* The license hereby granted is for the term beginning the second day of November, Nineteen hundred twenty-four, from and including which date royalties, as hereinbefore provided, shall be payable, until the sixth day of June, Nineteen hundred thirty-three.

* * * * * * *

[fol. 17210] In testimony whereof each of the parties hereto has caused its corporate name and seal to be hereunto and to duplicates hereof, signed and affixed by its President or Vice-President and to be attested by its Secretary or Assistant Secretary as of the day and year first above written.

The Owens Bottle Company. By J. D. Biggers, Vice-President.

Attest:

H. H. Baker, Assistant Secretary.

The Toledo Glass Company. By W. H. Boshart, Vice-President.

Attest:

A. E. Fowle, Assistant Secretary.

Ball Brothers Company. By F. C. Ball, President.

Attest:

George A. Ball, Secretary.

The Charles Boldt Glass Company. By Fred W. Schwenck, President.

Attest:

Mack Tevrier, Secretary.

Copy

[fol. 17211] GOVERNMENT EXHIBIT No. 196

This Agreement, made and entered into this 23rd day of March, 1933, by and between Knox Glass Bottle Company, a Pennsylvania corporation, having its principal place of business at Knox, Pennsylvania, Pennsylvania Bottle Company, a Pennsylvania corporation, having its place of business at Sheffield, Pennsylvania, Marienville Glass Com-

pany, a Pennsylvania corporation, having its place of business at Marienville, Pennsylvania, Wightman Bottle & Glass Manufacturing Company, a Pennsylvania corporation, having its place of business at Parkers Landing, Pennsylvania, Oil City Glass Bottle Company, a Pennsylvania corporation, having its place of business at Oil City, Pennsylvania, Parties of the First Part, Roy R. Underwood, of Knox, Pennsylvania, Party of the Second Part, and Ball Brothers Company, an Indiana corporation, having its place of business at Muncie, Indiana, Party of the Third Part.

Witnesseth:

Whereas, the Parties of the First Part are all manufacturing corporations engaged in the manufacture of glass containers, and all, or some of them, are engaged in the manufacture and/or sale of fruit jars for domestic (household) use, and/or caps or lids to be used in connection with sealing such jars; and

Whereas, some, or all of the Parties of the First Part, are the owners of various molds and mold equipment designed for use in connection with the manufacture of such jars; and also of certain jars and lids for jars; and

Whereas, the Party of the Second Part is a large stockholder and the General Manager of said Knox Glass Bottle [fol. 17212] Company and is the President of all of the other Parties of the First Part, and has particular skill in and knowledge of the glass container industry; and

Whereas, the Party of the Third Part is primarily engaged in the manufacture and sale of fruit jars and in the manufacture of caps or lids to be used in connection with fruit jars, and because of its interest in the industry it desires to acquire from the Parties of the First Part all of their interest in the fruit jar industry, including caps or lids used in connection with fruit jars, and in connection therewith to secure the full benefit of such purchase through the agreement of the First Parties, and each of them, and the Second Party, to discontinue the manufacture and/or sale of fruit jars, and of lids or caps relating thereto, and the Parties of the First and Second Part have agreed to make such sale and to impose certain restrictions upon their engaging in the manufacture and/or sale of fruit jars and/or caps used in connection therewith on the terms and conditions hereinafter set forth:

Now, therefore, it is agreed by and between the parties hereto as follows:

1. The Parties of the First Part hereby represent that they have manufactured and on hand fruit jars at the locations, of the sizes, and in the quantities set forth in Exhibit A, hereto attached; that they have caps or lids for fruit jars in the quantities, and at the locations set forth in Exhibit B, hereto attached; and that they own molds and mold equipment for use in connection with the manufacture of fruit jars of the sizes, in the quantity, and at the locations set forth in Exhibit C, hereto attached.

[fol. 17213] 2. The Parties of the First Part in consideration of the payment herein agreed to be made by the Party of the Third Part, hereby sell, assign, and transfer unto the Party of the Third Part, all of the molds and mold equipment so owned by them, or any of them, and which are particularly described in Exhibit C, hereto attached.

3. The Knox Glass Bottle Company, one of the Parties of the First Part, hereby agrees to immediately cancel a certain contract dated December 30th, 1932, with the American Zinc Products Company, whose plant is located at Greencastle, Indiana, for the manufacture of caps, and it hereby represents that none of the other parties of the First Part have any interest therein; that it has no other contract for the manufacture of caps; and that it is authorized and empowered pursuant to its terms to cancel said contract on the payment of a fixed sum, which it agrees to pay.

4. The Parties of the First Part hereby jointly and severally agree that they will not, directly or indirectly, including by means of any subsidiary or affiliated company, for a period of fifteen (15) years from the date hereof, engage in the manufacture and/or sale of fruit jars for domestic (household) use, or in caps or lids to be used in connection with jars, at any point in continental United States of America; and for the same consideration the Party of the Second Part hereby agrees that he will not for said period or within said territory engage or become directly or indirectly interested in the manufacture and/or sale of fruit jars and/or caps or lids therefor.

By the term fruit jars for domestic use as herein used, the parties intend to include all kinds and sizes of the regular Mason jar with sealing shoulder with screw thread [fol. 17214] that fits regular Mason fruit jar caps, lightning style fruit jars and other sealing jars intended to be shipped to the trade to be sold empty with or without caps, but not including jars manufactured for packers to be filled by them before selling to their trade.

5. In consideration of the transfer and sale of such property by the First Parties to the Third Party, and in consideration of such agreements by the Parties of the First Part and the Party of the Second Part with reference to not engaging in certain lines of business as hereinabove set out, the Party of the Third Part agrees to pay to the Parties of the First Part and the Party of the Second Part, the sum of One Hundred Thousand ($100,000.) Dollars, payable as follows:

$62,500. to be paid upon the proper execution hereof by all the Parties of the First Part and the Party of the Second Part;

$12,500. on or before the 1st day of April, 1934;

$12,500. on or before the 1st day of April, 1935;

$12,500. on or before the 1st day of April, 1936;

all of such postponed payments being expressly conditioned upon the faithful observance and performance by the Parties of the First Part and the Party of the Second Part, and each of them, of the agreements hereinbefore set out. It is expressly agreed by the parties of the First Part and the Party of the Second Part that all of such payments so to be made by the Party of the Third Part shall be made to said Knox Glass Bottle Company, one of the Parties of the First Part hereto, which will assume sole responsibility for distribution among the other parties entitled to share therein, and the Third Party shall have no responsibility for the proper distribution thereof.

[fol. 17215] 6. The First Parties hereby agree to sell and the Third Party agrees to buy all caps manufactured for the First Parties or any of them by the American Zinc Products Company prior to the date hereof and now on hand, and to pay the cost price thereof to the Knox Glass

Bottle Company, or to the American Zinc Products Company insofar as such caps have not been shipped, provided, however, as to any caps which are sold as a part of complete jars under the following provision hereof, no separate payment shall be made for them.

7. The Third Party agrees to buy all pint and quart fruit jars, complete with caps, now owned by the First Parties at the price of Five ($5.00) Dollars per gross for pints and Six ($6.00) Dollars per gross for quarts, F.O.B. factory.

The First Parties represent that they have commitments for not more than ten (10) cars of jars at Six ($6.00) Dollars per gross for pints and Seven ($7.00) Dollars per gross for quarts, less discounts of 5% and 3%, with an additional 2% for cash, a list of which commitments shall be immediately furnished the Third Party.

The Third Party shall have the option of taking over such commitments and filling such orders, or of permitting the First Parties to fill the same, in which latter event the jars and lids necessary to fill such commitments shall be subtracted from the jars and lids which the Third Party is to buy.

Executed the day and year hereinabove first written.

Knox Glass Bottle Company. By W. I. McDowell, Pres.

[fols. 17216-17220]

Pennsylvania Bottle Company. By R. R. Underwood, President.

Marienville Glass Company. By R. R. Underwood, President.

Wightman Bottle & Glass Manufacturing Company. By R. R. Underwood, President.

Oil City Glass Bottle Company. By R. R. Underwood, President.

Parties of the First Part.

Roy R. Underwood, Party of the Second Part.

Ball Brothers Company. By F. C. Ball, Party of the Third Part.

[fol. 17221] GOVERNMENT EXHIBIT No. 198

Cancellation of Domestic Fruit Jar Rights Hartford-Empire Company and General Glass Corporation

This Agreement made this 23d day of March, 1933, between Hartford-Empire Company (hereinafter called "Hartford"), a corporation organized under the laws of the State of Delaware having a place of business at Hartford, Connecticut, and General Glass Corporation (hereinafter called "General") a corporation organized under the laws of the State of Indiana having its principal place of business at Winchester, Indiana,

Witnesseth:

That in consideration of the sum of One Hundred Thousand (100,000) Dollars, payable by Hartford to General upon the execution of this Agreement, they agree as follows:

Section 1—Amendment of Consolidated Feeder Agreement.

(1) Schedule C, Annexed to Consolidated Feeder Agreement dated September 16, 1932, "Specification of Glassware which May Be Made—Permitted Ware" is hereby amended by striking out from Section A, paragraph (c), which reads as follows:

[fol. 17222] "Fruit jars for the domestic (household) trade",

and further, into "Exclusions" in said Schedule, in respect to Schedule C thereof, the following words shall be added as sub-section (j)—

"(j) Fruit jars for the domestic (household) trade".

"Fruit jars for domestic (household) use" shall mean generally the term as used in the glass industry—the intent being to include all kinds and sizes of the regular Mason jar with sealing shoulder with screw thread that fits regular Mason fruit jar caps, Lightning style fruit jars; and other sealing jars, intended to be shipped to the trade to be sold empty to the ultimate consumer, either with or without caps; but not to include jars manufactured for packers to be filled by them before selling to their trade."

(2) Furthermore, the words "The above rates of royalty in so far as they relate to the Hartford Single Feeder do not apply to fruit jars for the domestic (household) trade of the pint, quart and one-half (½) gallon size on which the rate of royalty shall be Twelve (12) Cents per gross" shall be stricken from Schedule D annexed to Consolidated Feeder Agreement dated September 16, 1932.

Section 2—Rights for Other Machinery. It is understood and agreed that there are also withdrawn from said General any other rights which it may have to make on ma- [fols. 17223-17227] chinery licensed to it by Hartford any fruit jars for the domestic (household) trade.

In witness whereof the parties have hereto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company. By F. Goodwin Smith, President.

Attest:

Arthur T. Safford, Jr., Secretary.

General Glass Corporation. By I. J. Collins, President.

Attest:

Thomas C. Fulton, Secretary.

[fol. 17228] GOVERNMENT EXHIBIT No. 199

GENERAL FEEDER LICENSE AGREEMENT

Between Hartford-Empire Company and Ball Brothers Company

Agreement made and entered into as of the 25th day of March, 1933, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Ball Brothers Company, a corporation of Indiana having its principal place of business at Muncie, Indiana (hereinafter called "Ball").

Whereas Hartford is the owner of patents, patent applications and patent rights relating to glass-working ma-

chines and the manufacture of glassware, some of which are set forth in Schedule G annexed hereto, and is engaged in the development and the commercializing of inventions relating to such machinery and manufacture,

Whereas Ball is engaged in the manufacture of glassware, particularly of fruit jars for domestic (household) use, and prior to the date hereof has used certain glass-feeding machines and methods as to which there has been a controversy as to whether or not the same infringe certain patents of Hartford,

[fol. 17229] Whereas Ball also owns certain inventions, applications for letters patent and patents of the United States relating to the manufacture of glassware, which Hartford desires to secure the right, on certain conditions, to acquire, and

Whereas Hartford and Ball desire to put at rest all questions concerning, and to effect a settlement for, any and all claims as to any past infringement by Ball of Hartford's patents and in connection with such settlement Ball desires to secure certain license rights under Hartford's patents, patent applications and patent rights relating to the feeding of molten glass and also desire the right to acquire certain of Hartford's equipment;

Now, Therefore, in consideration of these premises and the covenants, payments and royalties hereinafter set forth, the parties agree as follows:

Article I

Settlement for Past Claims of Infringement

Section 1—Payment of Damages. Ball hereby agrees to pay to Hartford the sum of One Hundred Fifty Thousand Dollars ($150,000), payable upon the execution of this Agreement.

Section 2—Release. Hartford hereby releases Ball and its present subsidiary, Ball Brothers Glass Company, a [fol. 17230] Texas corporation, from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from alleged infringement by Ball and/or its said subsidiary occurring prior to the date hereof of any and all patents of Hartford, in so far as said infringement consisted in the making, using or selling by Ball of glass-feeding machines and/or methods.

Section 3—Future Status of Ball's Inventions. Ball agrees that any time during the life of this Agreement that it may desire to dispose of or license others to use any of the inventions relating to glass-feeding machines and/or methods which are embraced in any of the patents set forth in Schedule B annexed hereto, or any of them, or in any other patent or patents owned or controlled by Ball relating to glass-feeding machines and/or methods, it will first offer to sell said patent or patents to Hartford on the same terms upon which it is willing to sell the same to others and if Hartford shall elect to acquire such rights upon the said terms then Ball shall, at the request of Hartford, execute such documents as are necessary to vest such rights in Hartford,

Section 4—Use of Ball Feeders. Ball has at this time certain feeders, which are described in Schedule A annexed hereto, and which are the subject of the controversy referred to in the preamble of this Agreement, and Ball may [fol. 17231] hereafter construct additional such feeders under the provisions of Article III Section 19 hereof. Ball agrees, as a part of the settlement embraced in this Agreement, that its use of such feeders during the life of this Agreement shall be subject to the right of Hartford to receive royalties on account of the future use thereof by Ball, which royalties shall be on the same basis as if such feeders were the property of Hartford. Ball further agrees that during the life of this agreement it will not convey any of such feeders to others without first offering the same to Hartford at the price of $100.00 each and Hartford shall thereupon have the right to purchase the same at such price.

Article II

Disposition of Hartford's Residual Fruit Jar Rights

Section 1—Definitions.

(a) "Fruit jars for domestic (household) use" shall mean generally the term as used in the glass industry—the intent being to include all kinds and sizes of the regular Mason jar with sealing shoulder with screw thread that fits regular Mason fruit jar caps; Lightning style fruit jars; and other sealing jars, intended to be shipped to the

trade to be sold empty to the ultimate consumer, either with or without caps; but not to include jars manufactured [fol. 17232] for packers to be filled by them before selling to their trade.

(b) "Ball Feeders" is used to define the thirty-one (31) Ball air feeders (sometimes call "gob feeders") described and identified by location and number in Schedule A annexed hereto, as well as any additional such feeders hereinafter constructed by Ball under the provisions of Article III Section 19 of this General Feeder License Agreement. Such term does not include any "flowing stream" feeders used by Ball.

(c) "Leased Single Feeder" is used to define any Hartford Single Feeder acquired by Ball under the provisions of Article III, Section 18 hereof, whether such Hartford Single Feeder is so acquired in substitution for, or in addition to, any of said Ball Feeders.

Section 2—Covenant as to Residual Fruit Jar Rights. Hartford agrees, if Ball shall make the minimum payments provided in Section 3 below, that it will not hereafter during the continuance of this General Feeder License Agreement grant to any person, firm or corporation, other than Ball, any further license or right to use in continental United States for the making of fruit jars for domestic (household) use any apparatus and/or method for dropping mold charges of molten glass into molds; *Provided,* [fol. 17233] however, that said agreement of Hartford not to grant such license or rights to others shall not be held to conflict with or in any way prejudice the rights now outstanding of certain concerns to use, under license from Hartford, apparatus and/or methods for dropping mold charges of molten glass into molds for the manufacture of fruit jars for domestic (household) use, as set forth in Schedule C annexed hereto. Hartford represents that there are no such rights outstanding, other than those listed in said Schedule C.

Section 3—Minimum Payments. Ball agrees, as a minimum payment for Hartford's foregoing covenant as to residual fruit jar rights, and as a paid-up minimum royalty for Ball Feeders and/or leased Single Feeders used by Ball in the manufacture of fruit jars for domestic (house-

hold) use, to pay to Hartford, at its office at Hartford, Connecticut, without interest, the sum of Two Hundred Fifty Thousand Dollars ($250,000), payable as follows:

> The sum of Fifty Thousand Dollars ($50,000) shall be paid on or before the first day of January of the years 1934, 1935, 1936, 1937 and 1938.

Said minimum payment shall be separate from, and in addition to, the minimum and other royalties specified in [fol. 17234] Article III, Sections 6 and 7 below.

In the event that any one of said sums shall not be paid on or before the date when the same shall be due and Ball shall remain in default for a period of thirty days after written notice from Hartford, then Hartford shall be entitled to grant to others such licenses for fruit jars for domestic (household) use as it wishes; but this shall not relieve Ball from its obligations to make the said remaining payments as provided in this Section 3, and in all other respects this General Feeder License Agreement shall remain in full force and effect.

Article III

Leasing and Licensing of Feeders

Section 1—Extent of Agreement. Hartford hereby licenses Ball to use the said Ball Feeders and agrees to lease to Ball, and license it to use, said leased Single Feeders; *Provided,* however, that such leasing and licensing is limited (not absolute) and confers only the right to use said Ball Feeders and said leased Single Feeders in continental United States and in the manner and for the purpose hereinafter set forth, and not otherwise.

It is agreed between the parties hereto that no obligation [fol. 17235] whatsoever rests upon or is assumed by Hartford that other machinery and equipment of Ball or of others will operate successfully or efficiently in conjunction with said Ball Feeders or said leased Single Feeders of Hartford.

Section 2—Place and Nature of Use. Said Ball Feeders and said leased Single Feeders and all improvements thereon shall be used only for manufacturing the glassware defined as "Permitted Ware" in Schedule D annexed

hereto, and to the extent therein provided, and only at the plants of Ball and its subsidiaries located at Muncie, Indiana, Hillsboro, Illinois, Okmulgee, Oklahoma, Sapulpa, Oklahoma, Huntington, West Virginia, and Wichita Falls, Texas, or at any other plant hereafter owned by Ball. Any feeder licensed under this Agreement may be used at any plant of Ball. Each Ball Feeder and each leased Single Feeder, and all improvements thereon, shall be used for delivering glass to only one forming machine at any one time, and not otherwise. Said Ball Feeders and said leased Single Feeders shall be used only by Ball or its operatives.

It is expressly understood and agreed that Ball will not use any more than Twenty-five (25) feeders, whether said Ball Feeders or said leased Single Feeders, at any one time [fol. 17236] during the term of this Agreement for the production of any ware permitted hereunder, other than fruit jars for domestic (household) use. It is further agreed that three (3) feeders shall constitute the minimum which shall be held available for the manufacture of ware other than fruit jars for domestic (household) use, to which number others may be added by notice from Ball to Hartford, and the minimum royalty hereinafter provided in Section 7 of this Article III shall only apply to such initial number of feeders and to others added thereto as herein provided. There is no limitation as to the number of feeders which may be used by Ball for the production of fruit jars for domestic (household) use.

Section 3—Title to Leased Single Feeders. It is understood and agreed that Hartford shall retain complete title and dominion over each one of said leased Single Feeders, subject only to the possession of Ball during the term of and in accordance with this General Feeder License Agreement.

Section 4—Term. The term of this General Feeder License Agreement and of all individual licenses and/or licenses and leases issued hereunder for said Ball Feeders and said leased Single Feeders shall, unless sooner revoked or terminated as provided elsewhere herein, run until December 31, 1944.

[fol. 17237] *Section 5—Accounting.* Ball shall keep proper books of account during its entire operation under this General Feeder License Agreement showing the length

of time that each of said Ball Feeders and each of said leased Single Feeders is operated each day, and the number, kinds and sizes of glassware produced each day by each of said feeders, and all other facts necessary or advantageous for carrying out the purpose of this General Feeder License Agreement.

Such books shall at all reasonable times be open to the inspection of Hartford or its duly authorized agents. Ball shall, on or before the tenth (10th) day of each month, furnish to Hartford, upon blanks provided by Hartford, properly certified detailed statements giving in itemized form all the data mentioned in this Section so far as may be required by Hartford for the preceding calendar month.

Section 6—Royalties. Ball shall pay to Hartford royalties on all merchantable glassware produced during the term of this General Feeder License Agreement, by or with the aid of any of said Ball Feeders and said leased Single Feeders at rates for the respective items of ware as provided in Schedule E annexed hereto. Hartford represents that there is no outstanding license granted by it which provides [fol. 17238] lower royalty rates than those provided in Schedule E, for the manufacture of ware permitted herein by means of feeders of the types licensed hereunder. It agrees that if it shall grant to any other licensee than Ball lower royalty rates than shown in said Schedule, covering the production of any article of ware permitted herein by means of any such feeder, it will make a corresponding reduction in the royalty rates to be paid by Ball, provided, however, that the foregoing shall not be construed so as to prevent Hartford from granting future licenses covering any of the ware permitted herein other than fruit jars for domestic (household) use, for a lump sum or other consideration in lieu of the scheduled royalty rates or some part thereof, on condition that Ball is afforded a similar right under similar or equivalent terms and conditions.

All of said royalties shall be paid monthly at Hartford's office in New York funds on or before the fifteenth (15th) day of each month for and upon all merchantable glassware produced by Ball under this General Feeder License Agreement during the preceding calendar month.

Section 7—Minimum Royalty.

(a) Except as provided below in Paragraph (b) of this Section 7, Ball shall pay in royalties a minimum royalty of

[fol. 17239] Fifteen Hundred Dollars ($1500) per year multiplied by the number of feeders held available during such year, as provided in Section 2 of this Article, for the manufacture of glassware other than fruit jars for domestic (household) use, which royalty shall be payable in New York funds on or before the fifteenth (15th) day of January for the year last preceding during the entire term of this General Feeder License Agreement, subject to the provisions of Article III, Section 16. Such minimum royalties shall apply to the number of feeders held available as hereinabove provided and not to any *particular* feeders.

The first and last payments of the minimum royalty shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively.

(b) Ball shall be relieved of all obligations for minimum royalties for any calendar year in which Ball shall pay to Hartford in royalties on ware produced other than fruit jars for domestic (household) use a sum not less than the total of all the minimum royalties payable for that year on the number of feeders held available for the production [fol. 17240] of such ware as is provided in Section 2 of this Article.

Section 8—Prohibition of Assignment. This General Feeder License Agreement, or any rights hereunder, shall not be transferred, assigned or sub-let by Ball, except to the purchaser of its entire glass manufacturing business, which exception shall include any company with which Ball may merge or be consolidated. If any of them be otherwise transferred, assigned or sub-let by Ball, or if Ball discontinues for a period of more than one (1) year all production of glassware under this General Feeder License Agreement, or is adjudicated bankrupt, or if a receiver is appointed over it, or if Ball makes any general transfer or assignment for the benefit of creditors, or if Ball shall make any transfer of patent rights or feeders other than as provided in Article I, Sections 3 and 4 hereof, then and in any such case this General Feeder License Agreement and all individual licenses and leases hereunder, or any one or more of them, may, at the option of Hartford, be terminated in accordance with Article III, Section 15 hereof.

Section 9—Changes, Additions and Improvements.

(a) *As to Leased Single Feeders.* No changes, and no additions, other than reasonable and proper repairs and other than necessary or proper safety appliances, shall be [fol. 17241] made in or to said leased Single Feeder, or any of them, except by consent of both parties to this Agreement, or except as provided in Article III, Section 14 hereof for the event of injunction and except as provided for in Paragraph (c) of this Section 9 for improvements. All changes and additions when made in or to said leased Single Feeders shall become the property of Hartford, and all such changes and additions shall fall within the provisions of this General Feeder License Agreement. Complete title to all patent rights hereafter acquired during the term of this General Feeder License Agreement by Ball covering such changes and additions shall be transferred to Hartford.

(b) *As to Ball Feeders.* Ball may make any changes in, or additions to, said Ball Feeders or any of them that it may desire, provided that such changes or additions shall not change the present general principle of operation of said Ball Feeders, and provided that Ball shall notify Hartford of any material changes in or additions to said Ball Feeders. All changes and additions when made in or to said Ball Feeders shall fall within the provisions of this General Feeder License Agreement. Complete title to all patent rights hereafter acquired during the term of this General Feeder License Agreement by Ball covering such changes [fol. 17242] and additions shall be transferred to Hartford.

Upon the termination of this General Feeder License Agreement at any time and in any manner, Ball shall remove from said Ball Feeders, and turn over to Hartford, any and all parts or apparatus hereafter added to said Ball Feeders, which parts or apparatus are covered by any patent rights of Hartford or are covered by any patent rights transferred by Ball to Hartford pursuant to this Paragraph (b) of this Section 9, and shall also turn over to Hartford any parts supplied by Hartford for such Ball Feeders pursuant to Paragraph (c) of this Section 9, whether covered by such patent rights or not.

(c) *Improvements.* Ball shall, during the term of this General Feeder License Agreement, be given the benefit

for the purpose set forth herein of any and all improvements for use in and upon said Ball Feeders and said leased Single Feeders which may be devised, developed or acquired by Hartford, if and when said improvements shall, with the express consent of Hartford, have been used commercially in the United States upon feeders of a similar type as said Ball Feeders or said leased Single Feeders in the making of glassware. In such event Hartford will, upon written request of Ball, furnish to Ball with reasonable promptness such parts as may be needed to apply the said improvements to said Ball Feeders or said leased [fol. 17243] Single Feeders, and at prices similar to those charged by Hartford to other licensees. Hartford shall retain title to all parts and improvements so furnished to Ball. Such improvements shall be used by Ball only in or upon said Ball Feeders or said leased Single Feeders, and only during the term of this General Feeder License Agreement.

(d) The word "improvement", when used in this General Feeder License Agreement, shall be held to mean only (1) substitution of new parts for old parts of said Ball Feeders or of said leased Single Feeders, or (2) changing old parts thereof, or (3) addition of new devices which are intended and adapted to become integral portions of said feeders and to perform one or more of the original functions only of said feeders, and not otherwise.

Section 10—Operation of Machinery. Ball shall keep, use and operate said leased Single Feeders and all parts thereof in a careful, safe, prudent and proper manner; shall maintain the same in good order, damage by fire excepted, as hereinafter set forth; and shall not remove or deface any plates, dates, numbers or inscriptions placed by Hartford upon said Ball Feeders or upon said leased Single Feeders.

Ball shall promptly notify Hartford of the need of any repairs or renewals of said leased Single Feeders and [fol. 17244] Ball shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from Hartford; *Provided,* however, that as to said Ball Feeders Ball shall make prompt repairs or renewals when the same are, in the opinion of Ball, necessary in the efficient operation of Ball's business but shall not be required to purchase the necessary parts from Hartford,

nor shall Hartford be obliged to furnish such parts. As to renewal parts for said leased Single Feeders, Hartford agrees to furnish them promptly at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material, and workmanship. If Hartford declines or neglects so to furnish such parts Ball may procure them elsewhere.

Section 11—Insurance, Taxes and Employees' Liability. Ball shall also, at its own expense, procure and place in the hands of Hartford good policies of insurance against fire to the amount of the full replacement value of said leased Single Feeders, payable to Hartford in case of loss, or in lieu thereof Ball shall be responsible for the value thereof.

Ball shall also pay all taxes assessed against the leased Single Feeders and shall hold and save Hartford harmless against any and all damages and costs resulting from injury occurring to any of Ball's employees or others on [fol. 17245] account of or in connection with Ball Feeders or said leased Single Feeders.

Section 12—Fire Loss. (a) In the event that the leased Single Feeders or any one of them shall be damaged by fire so as to cause a suspension of production therewith, Ball shall immediately give written notice to Hartford as to the extent and nature of the damage to the feeders and as to the plans and intentions of Ball relative to repairing the damage and resuming operations under this General Feeder License Agreement.

(b) In the event of such damage by fire Hartford, if requested in said notice, shall, at its own expense, to the amount of insurance received, if any, and otherwise at Ball's expense, provide Ball with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. Ball shall, at its own expense, promptly and diligently proceed to install the said machinery or parts thereof.

Section 13—Acknowledging Validity of Patents. (a) So long as this General Feeder License Agreement remains in force Ball agrees not to dispute the validity of the Letters Patent under which licenses are herein granted, some of which are set forth in Schedule G annexed hereto, so far

as these patents apply to the methods and machines which [fol. 17246] are hereby licensed to Ball.

(b) In case a final decree shall declare to be void all or substantially all of Hartford's patents embodied in and relating to the Ball Feeders or the leased Single feeders so that Ball is thereby evicted from all or substantially all of the benefits of this General Feeder License Agreement, then and in that case Ball may, at its option, revoke and terminate this General Feeder License Agreement, in which event Ball shall thereupon ship to Hartford all of the said leased Single Feeders and their appurtenances, as provided in Article III, Section 17 hereof, and shall thereupon be relieved from paying further royalties, minimum or otherwise, thereafter accruing, including those provided by Article II, Section 3 hereof; *Provided*, however, that until such revocation and restoration Ball shall continue to be bound by all the covenants and provisions of this General Feeder License Agreement.

Section 14—Protection of Ball from Infringement Claims —Liability for Non-Performance. (a) Hartford will, at its own expense, save and hold Ball harmless against damages and costs recovered in any suit brought against Ball for alleged infringement of patents based on the use of the leased Single Feeders, (or of the Ball Feeders, in event of [fol. 17247] their purchase by Hartford under the provisions of Article I, Section 4 hereof) but only to the extent of the royalties which shall have been paid by Ball during and for the period of infringement and before the judgment for such recovery—said period not to exceed, however, the twenty-four (24) months immediately preceding such judgment. Hartford shall, upon written request of Ball, defend any such suits unless or until Hartford shall elect to effect a settlement thereof. Ball shall promptly inform Hartford of any such suit or any threat or probability thereof coming to the knowledge of Ball, and shall, at Hartford's expense, fully and freely aid Hartford in defending the same, and shall further promptly inform Hartford of any infringement of Hartford's patents coming to the knowledge of Ball.

(b) Hartford shall have the right to intervene in and defend as a party thereto any suit brought against Ball during the term hereof which involves any contention that

the making, selling or use of the leased Single Feeders (or of the Ball Feeders in event of their purchase by Hartford under the provisions of Article I hereof) or any improvement or part thereof constitutes an infringement of any patent.

(c) In case Hartford shall be delayed in the performance of, or be rendered unable to perform, all or any part of [fol. 17248] this General Feeder License Agreement by reason of strikes, unavoidable accident, or the non-arrival of machines or materials, or if the installation of said leased Single Feeders or the operation of the said leased Single Feeders or said Ball Feeders shall be delayed or stopped by the process or order of any court of competent jurisdiction, Hartford shall not be liable to Ball for any loss, delay or damage incurred thereby, except for damages recovered for infringement, as set forth and limited above in this Section; *Provided,* however, that if the right of Ball to use any Ball Feeder or any leased Single Feeder, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction or until Hartford shall have substituted other machinery or parts, as hereinafter set forth, which Hartford agrees to do as promptly as reasonably possible, the royalties applicable to each machine, the use of which is so suspended, shall be waived.

(d) In the event of such an order, decree or injunction being issued against any Ball Feeder or any leased Single Feeder, or any part or parts thereof, Hartford reserves the right to substitute with reasonable promptness other machines or parts for those involved in the injunction, [fol. 17249] and at no cost or charge to Ball in case the enjoined machine is owned by Hartford. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction, and shall immediately become subject to all the provisions of this General Feeder License Agreement.

(e) In the event that such order, decree, or injunction shall become permanent against any Ball Feeder or any leased Single Feeder or any part or parts thereof and no substitution of machinery or parts shall have been made

with reasonable promptness, as above stated, then in that event this General Feeder License Agreement shall cease and terminate in all its provisions as to the particular Ball Feeder or leased Single Feeder against which such order, decree or injunction shall become permanent.

Section 15—Right of Revocation by Hartford. (a) In case Ball shall violate, fail to observe or refuse to perform any of the conditions set forth in Article III, Section 2, 5, 6, 7, 8, 9, 10, 11, 12, 20, 21 and 24 of this General Feeder License Agreement, or shall cause the same to be violated, Hartford shall have the right, at its option, to revoke and terminate absolutely this General Feeder License Agreement, or any individual license or lease issued hereunder as to any Ball Feeder or any leased Single Feeder, upon [fol. 17250] giving written notice to Ball of said revocation at least ninety (90) days before the date when such revocation takes effect, and provided such default shall not have been sooner corrected. Except as provided in Article III, Section 13, 14 and 16, no termination or revocation whatsoever of this General Feeder License Agreement under any section hereof nor the use of the remedy of injunction, accounting or repossession shall, however, affect or in any way discharge the liability of Ball hereunder to pay and to continue to pay to Hartford the minimum royalty provided by Article III, Section 7 hereof for and during the entire term of this General Feeder License Agreement, nor shall any royalties paid by Ball be returned.

(b) In the event that Hartford shall revoke this General Feeder License Agreement in accordance with the provisions of the preceding paragraph, Hartford shall have the option to purchase and at once acquire title to and possession of said Ball feeders, as the same exist at that time, upon paying to Ball the then fair value of said feeders. Notice of such intent to purchase must be given in writing by Hartford to Ball within thirty (30) days after the date when revocation of said Agreement takes effect. If the parties fail to agree upon such fair value within thirty (30) days after such notice is received by Ball, such fair value [fol. 17251] shall be determined according to the provisions of Section 25 below.

Section 16—Commutation of Minimum Royalties. It is further agreed that in the event of such revocation set forth

in Article III, Section 15, Ball, in lieu of said obligations therein provided to pay the said minimum royalties throughout said entire term, may, at its option, wholly discharge said obligation by paying to Hartford within sixty (60) days after said revocation takes effect, a lump sum equal to fifty per cent (50%) of the total minimum royalties which would under this General Feeder License Agreement be payable during the remainder of its term, and provided further, that Ball may at any time during said term, revoke and terminate this General Feeder License Agreement at its option by giving written notice to Hartford sixty (60) days beforehand of its intention so to revoke and by paying to Hartford within said sixty (60) days a lump sum in discharge calculated as above set forth in this section.

Section 17—Repossession of Machinery. Upon the termination of this General Feeder License Agreement, at the end of its period, or sooner as herein provided, Ball shall ship to Hartford the leased Single Feeders (and any of the original Ball Feeders which shall have been purchased by Hartford under the provisions of Article I hereof) and [fol. 17252] all appurtenances thereof covered by this General Feeder License Agreement or any individual license and lease hereunder in good condition, reasonable wear excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of Ball in which said leased machinery is located. If Ball shall fail so to deliver the machinery, Hartford is hereby authorized to enter upon any premises where such machinery may be and take possession thereof and remove it.

Section 18—Acquisition by Ball of Hartford Single Feeders. Ball shall have the right, at any time during the term of this General Feeder License Agreement, to acquire from Hartford, Hartford Single Feeders substantially as described in Schedule A annexed hereto, either in substitution for Ball Feeder or in addition thereto, and such Hartford Single Feeders shall be leased and the use thereof licensed under this General Feeder License Agreement. The license fee payable for each such feeder shall not be in excess of the amount charged by Hartford to others, and shall be payable according to Hartford's standard terms.

As soon as any Hartford Single Feeder shall be furnished

by Hartford to Ball in accordance with the terms of this section, an individual license and lease in the form set [fol. 17253] forth in Article III, Section 23 below, shall be executed.

Section 19—Construction By Ball of Additional Ball Feeders. Ball shall have the right, during the term of this General Feeder License Agreement, to construct additional feeders substantially similar to any Ball Feeder theretofore possessed by Ball. Whenever any such additional Ball Feeder is so constructed by Ball, it shall fall within the provisions of this General Feeder License Agreement, and Ball shall notify Hartford of the construction and location of any such additional Ball Feeder.

Section 20—Preparation for Installation of the Hartford Single Feeder. Ball agrees, upon receiving drawings and lists showing locations and dimensions of the Hartford Single Feeder, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, shafting, tools, motor power and such other adjuncts and equipment as are required to the complete satisfaction of Hartford.

Section 21—Delivery and installation of the Hartford Single Feeder. Hartford, as soon as reasonably possible after the provisions of Article III, Section 20, shall have been complied with, shall furnish the Hartford Single Feeder to be obtained under the terms of Article III, [fol. 17254] Section 18 above f. o. b. rail shipment at place of manufacture and shall aid in installing said feeder as provided in Schedule F annexed hereto. Ball agrees to proceed diligently with the installation of said feeder as soon as the same is furnished and to accept it and pay royalties to Hartford as called for as to leased Single Feeders by Article III, Sections 6 and 7 of this General Feeder License Agreement.

Section 22—Inherent Defects. Hartford shall remedy and make good, without charge, any inherent defects appearing in the materials of each one of the leased Single Feeders during one year from the date of its installation.

Section 23—Form of Individual License and Lease. The licensing of the Ball Feeders and the leasing and licensing of the leased Single Feeders shall be evidenced for each

feeder by the issuance by Hartford to Ball of an individual license, or license and lease, in substantially the following form—the words in parentheses in said form to be included in the case of leased Single Feeders and omitted in the case of Ball Feeders:

Ball Brothers Company

Feeder License (and Lease) No. —

This License (and Lease) No. — made the — day of [fol. 17255] —, 1933, between Hartford-Empire Company, hereinafter called "Licensor", a corporation of Delaware having its principal place of business at Hartford, Connecticut, and Ball Brothers Company, hereinafter called "Licensee", a corporation of Indiana having its principal place of business at Muncie, Indiana, in consideration of the mutual covenants herein set forth and referred to

Witnesseth

That the Licensor hereby (leases to the Licensee and) licenses the Licensee to use a certain glass feeding machine described as follows—

(here insert description of machine)

This said License (and Lease) is made in pursuance of and with express reference to a certain General Feeder License Agreement between Licensor and Licensee dated March 25th, 1933.

It is agreed between the parties hereto that the said machine shall be (taken, installed) held, licensed, (leased) used, and operated (and returned) subject to all the provisions of said General Feeder License Agreement in so far as such provisions are by such Agreement made applicable to said machine and such provisions are expressly made a part of this License (and Lease).

Hartford-Empire Company, by —— ——, Ball Brothers Company, by —— ——.

[fols. 17256-17258] *Section 24—Inspection.* Duly authorized agents or employees of Hartford shall at all reasonable times be allowed access to the Ball Feeders or the leased Single Feeders for the purpose of inspecting the same and their operation and use and Ball shall afford all reasonable facilities therefor.

Section 25—Arbitration. All matters for which arbitration is specifically provided for by this General Feeder License Agreement or any dispute arising out of or relating to this General Feeder License Agreement or as a result thereof shall be settled by arbitration under the rules of the American Arbitration Association, and judgment may be entered on the award in any court having jurisdiction.

Section 26—Waiving of Conditions. None of the terms of this General Feeder License Agreement shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of each party expressly authorized so to do.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized so to do.

Hartford-Empire Company, by (Signed) F. Goodwin Smith, President.

Attest: Arthur T. Safford, Jr., Secretary.

Ball Brothers Company, by (Signed) G. A. Ball, President.

Attest: Fred J. Petty, Assistant Secretary.

[fol. 17259] SCHEDULE B

Annexed to General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company, Dated: March 25, 1938

List of Ball Brothers Company United States Patents

Number	Date
1,198,979	September 19, 1916
1,215,507	February 13, 1917
1,241,790	October 2, 1917
1,275,178	August 6, 1918
1,281,083	October 8, 1918
1,288,227	December 17, 1918
1,307,527	June 24, 1919
1,311,474	July 19, 1919

Number	Date
1,317,827	October 7, 1919
1,322,318	November 18, 1919
1,323,507	December 2, 1919
1,326,235	December 30, 1919
1,333,143	March 9, 1920
1,334,725	March 23, 1920
1,338,214	April 27, 1920
1,353,276	September 21, 1920
1,375,336	April 19, 1921
1,458,167	June 12, 1923
1,484,907	February 26 1924
1,527,708	February 24, 1925

[fol. 17260]

1,573,635	February 16, 1926
1,573,636	February 16, 1926
1,608,326	November 23, 1926
1,634,560	July 5, 1927
1,635,439	July 12, 1927
1,655,190	January 3, 1928
1,812,534	June 30, 1931

[fol. 17261] SCHEDULE C

Annexed to General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company, Dated: March 25, 1933

Outstanding Licenses of Hartford for Fruit Jars for Domestic (Household) Use

1. *Salem Glass Works*—A license to make (1) on the Hartford-Single Feeder and Hartford Paddle Needle Feeder the standard patented and registered Lightning fruit jar as originated by H. W. Putnam, and (2) on any machinery held by Salem under license from Hartford-Empire Company, the Eureka jar described as follows—

The so-called "Eureka Jar" for domestic (household) use with unlined glass top and gasket of rubber or similar composition and with a metal clamp operating on an inter-

rupted thread formed in the finish, being that type, construction and shape only shown in the sample submitted to Hartford-Empire Company by letter of Salem Glass Works dated March 23, 1926—said sample being now in the possession of Hartford-Empire Company and marked "Eureka Jar licensed by letter of April 6, 1926".

2. *Gayner Glass Works*—A license to make on a unit consisting of a Hartford Single Feeder and a Hartford Press and Blow Machine, One hundred twenty thousand (120,000) gross of fruit jars for domestic (household) use, [fol. 17262] not to exceed one-half (½) gallon in capacity. This right expires July 1, 1934.

3. *American Thermos Bottle Company*—By virtue of a letter dated April 9, 1932, American Thermos Bottle Company of Norwich, Connecticut, holds the right to acquire a license to use present Hartford standard equipment and Hartford's future developments for the manufacture of glass vacuum bottles, to-wit:

"(a) The term 'glass vacuum bottles', as herein used, shall consist of any bottles, jars, jugs, and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders. Said bottles, jars, jugs, and/or carafes shall be designed and adapted to keep the contents thereof hot for not more than Forty-eight (48) hours, and cold for not more than One hundred twenty (120) hours."

Said license is exclusive for Division A of the glass vacuum bottle field and non-exclusive for Division B—

"(b) The term 'vacuum bottle field' as herinafter used, shall include the use of said vacuum bottles, as above defined, for the following purposes:

1. Division A

For lunch kits, for factory, office and school uses; picnic containers, traveling and camping uses; office and home jug sets and carafes.

2. Division B

For holding and dispensing ice creams, frozen foods, frozen confections of all kinds, soft drinks, chilled and hot liquids, and the like.

[fol. 17263] For use in the laboratory for holding liquid air, carbon dioxide, serums and the like.

4. *Corning Glass Works*—An exclusive license for Ware Division C and for Ware Division D, said divisions being defined as follows—

"Ware Division C shall consist of glassware intended and adapted for use where its physical strength, or heat resistance or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric strength, or higher thermal endurance, or higher chemical resistance than a glass containing 80% silica, 10% sodi-m oxide, 5% boric oxide and 5% calcium oxide.

"Ware Division D shall consist of glass ware intended and adapted for holding food in the process of cooking or sterilizing (excluding 'containers' from this division), and of articles not now made of glass, made from novel glasses developed by Corning Company and demanding for the successful use for such articles properties not found in ordinary glasses."

5. *Owens-Illinois Glass Company*—A license to manufacture fruit jars for domestic (household) use.

6. *Hazel-Atlas Glass Company*—A license to manufacture fruit jars for domestic (household) use.

[fol. 17264] SCHEDULE D

Annexed to General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company, Dated March 25th, 1933

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but

excluding opal) and not exceeding One hundred and twenty-eight (128) ounces in weight, said articles to be either blown or pressed and blown, excepting as provided under 6 below, namely, pressed jelly containers.

1. *Fruit jars for domestic (household) use.*

2. *Packers Ware,* as follows

Wide mouth, semi-wide mouth and narrow neck bottles and jars for containing food products, such as, jams, catsups, olives, horse-radish, pickles, preserves and other foods and food condiments.

3. *Narrow Neck Bottles* for containing the following beverages:

(a) Artificially carbonated drinks, such as, sodas, ginger ales, mineral waters, and other soft drinks.

[fol. 17265] (b) Beverages containing alcohol within the limits fixed by law, including liquors, wines and beers.

(c) Malt Beverages, whether containing alcohol within such limits or without alcohol, such as, Bevo, Pablo, and other beer substitutes.

(d) Uncharged waters, such as Poland, Pluto, and similar waters.

(e) Fruit juices.

4. *Prescription and proprietary Ware* for containing medicines, including all bottles to be sold and filled with medicines. Also private mold ware for proprietary medicines, such as, Perunas, Castorias, and the like.

5. *Miscellaneous Ware* for containing paints, varnishes, lacquers, shellacs and similar coatings; polishes for shoes, furniture, automobile bodies, metals and the like; inks, lubricating oils, bluing, ammonia and non-medical powders and dry chemicals; stains, mucilages and vaselines.

6. *Pressed Jelly Containers* with jelly rings thereon, commonly known as jelly tumblers and jelly glasses.

Exclusions

There are also specifically excluded, without, however, the exclusions being limited to those specifically mentioned, all of the articles included within the following list—

[fol. 17266] (1) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(2) Signal and optical ware.

(3) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(4) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of good- or for transportation of goods, and other than fruit jars for domestic (household) use.

(5) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electrical illumination.

(6) Ware which is pressed and not blown, except as provided above under "Permitted Ware" in this Schedule.

[fol. 17267] (7) Tumblers; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane.

(8) Marbles and Lithographers balls.

(9) Vacuum bottles.

(10) Milk bottles.

(11) Table ware, such as plates, cups, nappies, etc.

(12) Kitchen ware, such as mixing bowls, lemon reamers, measuring cups, butter jars, etc.

(13) Paste mold ware.

[fol. 17268] SCHEDULE E

Annexed to General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company, Dated March 25th, 1933

Rates of Royalty

The weights below specified are the weights of the finished articles—

1. Blown or Pressed and Blown	Per Gross
2 oz. weight and under	10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 Cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 Cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 Cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 Cents
Over 30 oz. weight and not exceeding 96 oz. weight	one-twelfth (1/12) of a cent per pound.
Over 96 oz. weight and not exceeding 128 oz. weight	one-sixth (1/6) of a cent per pound.

The royalty on all fruit jars for domestic use up to and including one-half (½) gallon capacity shall be twelve (12) Cents per gross.

[fol. 17269]

2. Pressed	Per Gross
2 oz. weight and under	$0.075
Over 2 oz. weight and not exceeding 4 oz.	$0.0825
Over 4 oz. weight and not exceeding 8 oz.	$0.09
Over 8 oz. weight and not exceeding 12 oz.	$0.0975
Over 12 oz. weight and not exceeding 13 oz.	$0.105
Over 13 oz. weight and not exceeding 16 oz.	$0.1125
Over 16 oz. weight and not exceeding 20 oz.	$0.12
Over 20 oz. weight and not exceeding 26 oz.	$0.135
Over 26 oz. weight and not exceeding 30 oz.	$0.1575
Over 30 oz. weight and not exceeding 96 oz.,	One-sixteenth (1/16) of a cent per pound.
Over 96 oz. weight and not exceeding 128 oz.,	One-eighth (⅛) of a cent per pound.

[fols. 17270-17271] SCHEDULE F

Annexed to General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company, Dated March 25, 1933

Installation of Hartford Single Feeders

(1) Hartford will furnish free of charge to Ball such general supervision as Hartford may deem necessary in connection with the installation of the Hartford Single Feeders set forth in Schedule A annexed hereto.

(2) Hartford will, if requested in writing by Ball, furnish a competent machinist to direct and assist in the said installation.

(3) Hartford will, if requested in writing by Ball, furnish a competent operator to instruct Ball's operators in the operation of the said machinery for a period not exceeding two weeks from the time the same machinery is installed.

(4) Ball will pay to Hartford the entire cost incurred by Hartford under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fol. 17272] GOVERNMENT EXHIBIT No. 200

This Agreement, made and entered into this 27th day of April, 1933, by and between Brockway Machine Bottle Company, a New York corporation having its principal place of business at Brockway, Pennsylvania, Party of the First Part, Robert L. Warren, of Brockway, Pennsylvania, Party of the Second Part, and Ball Brothers Company, an Indiana corporation having its principal place of business at Muncie, Indiana, Party of the Third Part,

Witnesseth:

Whereas, the Party of the First Part is a manufacturing corporation engaged in the manufacture and sale of glass containers, including the manufacture and/or sale of fruit jars for domestic (household) use and/or caps or lids and rubbers to be used in connection with selling such jars, and has on hand at this time certain jars, lids, cartons and

rubbers; and said Party of the First Part is also the owner of various molds and mold equipment designed for use in connection with the manufacture of fruit jars, and is also the owner of a lehr loader and conveyor used in connection with the manufacture of glass containers, and is the owner of an invention and patent application pertaining thereto; and also is the owner of other patents and patent applications, including trade marks, trade names and designs pertaining to fruit jars; and

Whereas, the Party of the Second Part is the President of the Party of the First Part, and has particular skill in and knowledge of the glass container industry; and

Whereas, the Party of the Third Part is primarily engaged in the manufacture and sale of fruit jars and in the manufacture and sale of caps or lids to be used in connection with fruit jars, and because of its interest in the industry it desires to acquire from the Party of the First [fol. 17273] Part all the good will of its business relating to the manufacture and sale of fruit jars for domestic (household) use, together with patents, patent applications, trade marks and trade names pertaining thereto, and also all fruit jars on hand and all caps, lids, liners, cartons and rubbers used in connection with fruit jars, now on hand or on order, or contract, except as hereinafter otherwise provided, also all molds used in connection with the manufacture of fruit jars, together with the invention covering the lehr loader and conveyor now used by the First Party and the patent application pertaining thereto hereinabove referred to; and in connection therewith it desires to secure the full benefit of such purchase through the agreement of the First Party and the Second Party to discontinue the manufacture and/or sale of fruit jars for domestic (household) use and of lids or caps and rubbers relating thereto; and the Parties of the First and Second Part have agreed to make such sale and impose certain restrictions upon their engaging in the manufacture and/or sale of fruit jars for domestic (household) use and/or lids, caps and rubbers used in connection therewith upon the terms and conditions hereinafter set forth;

Now, Therefore, It Is Agreed by and between the parties hereto as follows:

1. The Party of the First Part hereby represents that it owns and has on hand in its plants and at various ware-

houses fruit jars, lids and caps, rubbers and cartons and has on order and contract lids and caps and rubbers and liners in the approximate quantities set forth in "Exhibit A" hereto attached. It also represents that it has molds and mold equipment for use in connection with the manufacture of fruit jars for domestic (household) use of the sizes and in the quantities set forth in "Exhibit B" hereto attached, all of which are located at its factories in Brockway and Monaca, Pennsylvania, and that it is the owner of a lehr loader and conveyor and of the invention and [fol. 17274] patent application pertaining thereto, that it is the owner of a design patent application on the Sur-Grip feature of the mason fruit jar, of the registered trade mark "Sur-Grip", and of the name "Vacu Seal", which has been used by the Party of the First Part, all of which is more particularly described in Exhibit B attached hereto.

2. The Party of the First Part, in consideration of the payment herein agreed to be made by the Party of the Third Part, hereby sells, assigns and transfers unto the Party of the Third Part all of the Molds and mold equipment so described in Exhibit B, together with the invention covering the lehr loader and conveyor now used by the First Party and the patent application pertaining thereto; together with the design patent application on the Sur-Grip feature of the mason fruit jar and all of its rights thereunder, the registered trade mark "Sur-Grip", the name "Vacu Seal", together with the good will of the "fruit jar (for domestic (household) use) business" of the Party of the First Part. It is understood and agreed that the Party of the First Part is not selling any other part of its business than as herein set forth. The Party of the First Part agrees that it will at the request of the Party of the Third Part execute any and further instruments of assignment to the property and assets hereby conveyed and transferred.

3. The Party of the First Part hereby agrees that it will not, directly or indirectly, through itself or through its officers, agents or other third persons, or through any subsidiaries or other companies in which it may be interested, or in any other manner whatsoever, engage in the manufacture and/or sale of fruit jars for domestic (household) use or in caps, lids or rubbers to be used in connection with fruit jars, for domestic (household) use at any point in con-

tinental United States of America except Alaska and the State of New Mexico for a period of fifteen (15) years from the date hereof; and for the same consideration paid to the Party of the First Part herein the Party of the Second Part [fol. 17275] hereby agrees that he will not for said period or within said territory engage or become, directly or indirectly, interested in the manufacture and/or sale of fruit jars for domestic (household) use and/or caps, lids or rubbers therefor.

By the term "fruit jars for domestic (household) use" as herein used, the parties intend to include all kinds and sizes of jars with sealing shoulder, with screw thread, lightening style fruit jars, and all other kinds of sealing jars intended to be sold to the householder empty, for home canning, with or without caps.

The Party of the First Part agrees to cooperate with the Party of the Third Part in every reasonable manner to prevent jars manufactured by the Party of the First Part from being sold to the householder empty for home canning.

4. In consideration of the transfer and sale of said property by the Party of the First Part to the Party of the Third Part, and in consideration of the agreements herein contained on the part of the Party of the First Part and the Party of the Second Part with reference to not engaging in said line of business as hereinabove set out, the Party of the Third Part agrees to pay to the Party of the First Part the sum of $54,105.15, payable as follows:

$14,105.15 on October 15, 1933,
10,000.00 on April 15, 1934,
15,000.00 on April 15, 1935,
15,000.00 on April 15, 1936,

all of such payments being expressly conditioned upon the faithful observance and performance of the Party of the First Part and the Party of the Second Part, and each of them, of the agreements herein set out to be by them kept and performed. In the event of the failure of the Party of the Third Part to make any payment when due hereunder, and if such failure continue for a period of ten (10) days after written notice from the Party of the First Part, then at the option of the Party of the First Part all unpaid instalments of the price hereinabove fixed may be declared due and payable to the Party of the First Part.

[fol. 17276] 5. The party of the first part hereby agrees to sell, and the party of the third part agrees to buy, all fruit jars, for domestic (household) use, package caps, rubbers and cartons now owned by the party of the first part, an approximate list of which is set out in Exhibit A, at the following prices:

For jars with caps, rubbers and liners, complete:

½ Pints	$5.12 Per Gross
Pints	5.23 Per Gross
Quarts	6.03 Per Gross
½ Gallons	8.05 Per Gross

Package Caps—1 Dozen Cartons—1 Gross Cases—$1.75 Per gross.

Cartons and fillers for fruit jars—at the prices set forth in Exhibit A.

It is understood and agreed that any caps or lids required by the party of the first part to complete the fruit jars sold hereunder, in addition to caps and lids on hand or on order, will be purchased by the party of the first part from the party of the third part at a price of $1.80 per gross for caps, and at such price for lids or two piece caps as is provided for in the contract dated December 20th, 1932, between the party of the first part and Crown Cork & Seal Company of Baltimore, Maryland, which contract the party of the first part hereby assigns and transfers to the party of the third part, and the party of the third part undertakes and assumes to carry out.

The party of the first part warrants that the fruit jars, package caps and cartons sold to the party of the third part hereunder are in merchantable condition.

Payment for said inventory of fruit jars, package caps, rubbers and cartons shall be made as follows:

50% of the amount thereof, computed on the basis of the prices set forth herein and the approximate quantities set forth in Exhibit A, on or before May 1, 1933, which 50% payment shall be made as if the inventory of jars were complete with caps or lids, and rubbers; the remainder of the [fol. 17277] purchase price of such inventory shall be paid as the inventory is sold and shipped by the party of the third part but in any event not later than September 1, 1933. Against such final payment the party of the third

part is to be credited with caps, two piece caps and lids which it may supply to the party of the first part to complete said jars as provided hereunder, and with any shortage in said jars, caps, rubbers and cartons as set forth in Exhibit A. In the event that there shall be a larger amount of jars, caps, rubbers or cartons as set forth in Exhibit A, the party of the third part agrees to pay the party of the first part for such additional inventory at the price fixed herein at the time of making the final payment on September 1, 1933.

The party of the first part is to load the jars as part of the agreed purchase price and is to furnish free storage for said jars pending their shipment by the party of the third part, to and including August 31, 1933. Should the party of the third part not have given shipping instructions on all of such jars by August 31, 1933, then the party of the third part agrees to pay reasonable storage space for said jars on and after September 1, 1933.

Up to and including August 31, 1933, the party of the first part agreed to maintain fire insurance to the extent of the price paid hereunder by the party of the third part for such jars, for the benefit of the party of the third part and to name the party of the third part as the beneficiary in such insurance policies.

6. The party of the first part represents that it has taken a number of orders for fruit jars, porcelain lined zinc caps, two piece caps, lids and packages of rubbers for fruit jars at the prevailing market prices less discounts and subject to variations in specifications, some of which orders are firm orders and some of which orders are estimated requirements. The party of the first part hereby transfers and assigns all of said orders to the party of the third part and the party of the third part accepts said orders and [fols. 17278-17286] agrees to fill the same in accordance with their terms and further agrees to pay the commissions to the salesmen and brokers who procured said orders or to reimburse the party of the first part for said commissions.

7. The party of the first part agrees that it will not solicit any orders hereafter for fruit jars for domestic (household) use and further agrees to turn over all unsolicited orders received by it hereafter and all inquiries received for fruit

jars for the domestic (household) use to the party of the third part, for the period of fifteen years.

8. In consideration of the agreements herein contained on the part of the party of the first part, the party of the third part hereby agrees to give to the party of the first part a license to manufacture and use the lehr loader and conveyor according to the invention and patent application hereinabove referred to, together with any improvements made from time to time thereon, for all purposes other than for the conveying of fruit jars for domestic trade, as hereinabove defined, and all without royalty or other cost, for the life of any patents issued on account of said equipment, or any renewal of such patents.

Executed in triplicate the day and year hereinabove written.

Brockway Machine Bottle Company. By R. L. Warren, President, Party of the First Part. (Seal.)

Witness: Alfred M. Saperston.

Robert L. Warren, Party of the Second Part.

Ball Brothers Company. By William H. Ball, Secretary, Party of the Third Part. (Seal.)

[fol. 17287] GOVERNMENT EXHIBIT No. 231

General Agreement

Preamble

This General Agreement made this 8th day of December 1920 between the *Hartford-Fairmont Company*, a corporation organized under the laws of the State of New York and having a place of business at Canajoharie in the said State, hereinafter designated as the Hartford Company, and the *Thatcher Manufacturing Company*, a corporation organized under the laws of said State of New York, and having a place of business at Elmira, in said State, hereinafter designated as the Thatcher Company, Witnesseth:

That Whereas, the Hartford Company is the owner of United States patents numbered and dated respectively as follows:

Patent Numbers	*Dates*
805,068	November 21, 1905
Re. 13,929	June 15, 1915
1,199,108	September 26, 1916
1,264,328	April 30, 1918
1,277,254	August 27, 1918
1,277,256	August 27, 1918
1,300,181	April 8, 1919
1,316,550	September 16, 1919
1,326,460	December 30, 1919
1,328,799	January 20, 1920
1,331,467	February 17, 1920
1,331,472	February 17, 1920
1,331,847	February 24, 1920
1,332,405	March 2, 1920
1,353,115	September 14, 1920

[fol. 17288] And of certain applications now pending for letters patent of the United States relating to the manufacture of glassware; and

Whereas the Thatcher Company is engaged in manufacturing milk bottles in the United States and desires to use certain machinery embodying inventions shown in said patents and patent applications, said machinery consisting of a paddle-needle feeder in combination with one milk bottle forming machine, said combination being known as a unit, and said feeder and said forming machine being more particularly described in Schedule A hereto annexed; and

Whereas the Thatcher Company as assignee of the Lockport Glass Company, the Essex Glass Company, the Travis Glass Company, and of J. T. & A. Hamilton, is now the holder of licenses and leases for eleven of said units;

Now Therefore, in consideration of the mutual covenants herein contained, the said Hartford Company and the said Thatcher Company agree as follows:

SECTION 1

Number of Licenses and Leases Definitely Agreed Upon

The Thatcher Company agrees that upon the execution and delivery of substituted licenses and leases as hereinafter provided, the said original eleven existing licenses

and leases now held by it as assignee, shall thereupon be and be regarded as cancelled, said existing licenses and leases having been originally issued to the parties and upon the dates, and with the numbers designated below, and having since been assigned to the Thatcher Company.

Number	Name of Original Licensee	Date
1	Lockport Glass Company	Nov. 27, 1916
2	J. T. & A. Hamilton	Dec. 1, 1916
[fol. 17289]		
3	Essex Glass Company	Dec. 26, 1916
4	Travis Glass Company	Feb. 5, 1918
5	Lockport Glass Company	June 27, 1918
6	Travis Glass Company	June 26, 1918
7	Travis Glass Company	Dec. 13, 1916
8	Lockport Glass Company	Aug. 3, 1917
9	Essex Glass Company	Nov. 23, 1917
10	Essex Glass Company	Nov. 23, 1917
11	Essex Glass Company	June 26, 1918

The Thatcher Company and the Hartford Company agree to enter into forthwith and execute substituted license and lease agreements covering the above specified eleven leased units, said substituted licenses and leases to be upon the form specified below; (except that the word "installed" may be stricken out, and the provisions of this Agreement as to installation shall not apply to such substituted licenses) the date of expiration of such substituted licenses and leases to be January 1st, 1936, and for such substituted licenses and leases no license fee as provided in Section 3 hereof shall be paid by the Thatcher Company.

In addition to said eleven substituted licenses and leases, the Thatcher Company agrees to take as soon as offered for delivery, and after installation, as herein provided, to operate, four new such units, which the Hartford Company, subject to the ordinary and reasonable limitations of manufacture of such units and consistent also with a fair treatment of the reasonable needs of other licensees of the Hartford Company for machinery supplied by said Company, [fol. 17290] agrees to deliver and install and lease to the Thatcher Company, and to license said Thatcher Company to use.

Said units, both original and new, and all additional units leased hereunder, and the installation (except as to the original eleven units already under license) use, operation, care, possession and title thereof and all the rights and obligations of the parties hereto in connection with all of said units shall be subject to all the provisions of this

Agreement. Such units are hereinafter referred to as leased units.

The leasing and licensing of such units shall be evidenced for each of said units, by the issuance of a license at the time when such unit is ordered and contracted for in substantially the following form:

"Thatcher Manufacturing Company License"

No. — Machine No. —

This license, No. — made this — day of— 19— between the Hartford-Fairmont Company, a corporation organized under the laws of the State of New York, hereinafter called the Hartford Company, and the Thatcher Manufacturing Company, a corporation organized under the laws of said State of New York, hereinafter called the Thatcher Company, in consideration of the mutual covenants herein set forth and referred to, witnesseth:

That the Hartford Company hereby leases to the Thatcher Company and licenses the Thatcher Company to use a certain unit of machinery for the manufacture of milk bottles described as follows:

(Insert full description and number of unit)

This said license No. — is made in pursuance of and with express reference to a certain General Agreement made between the Hartford Company and the Thatcher Company dated — 1920. This said license No. — shall expire on the 1st day of January 1936. It is agreed between the parties hereto that the said unit of machinery is leased and licensed and to be taken, installed, used, operated and held, subject to all the provisions of said General Agreement, which provisions are expressly made a part of this license.

[fol. 17291] The Hartford-Fairmont Company. By —— ——. (Corporate Seal.) Thatcher Manufacturing Company. By —— ——. (Corporate Seal.)

In the presence of —— ——.

Such license and lease is hereinafter referred to as a "license".

Section 2

Additional Licenses

It is further agreed that the Hartford Company upon written request by the Thatcher Company made at any time before January 1st, 1936, will issue for terms to expire on January 1st, 1936, such licenses of such units in addition to the fifteen specified in Section 1, as shall thus be requested and shall furnish and install the same as provided in Schedule B annexed hereto, the time of delivery of said units to be subject to the ordinary and reasonable limitations of manufacture of such units and consistent also with a fair treatment of the reasonable needs of other licensees of the Hartford Company for machinery supplied by said Company.

Such additional units so furnished shall be leased, licensed, installed, used, operated, held, paid for, and owned subject to and in accordance with all the provisions of this Agreement.

[fol. 17292]

Section 3

License Fee

The Thatcher Company agrees to pay to the Hartford Company a license fee for each unit equal to the cost of the leased unit plus fifteen per cent (15%) of said cost. Such cost shall be the actual and ordinary manufacturing cost incurred by the Hartford Company, including a reasonable overhead charge on that part of the cost incurred in the shop of the Hartford Company, but shall not include experimental or development cost as such, or the cost of designs and drawings. Such license fee shall be payable as follows: Four Thousand Dollars (4,000) to be paid at the time of the execution and delivery of the license; Five Thousand Dollars (5,000) when the leased unit is ready for shipment; and the balance within thirty (30) days thereafter.

Section 4

Extent of License

The licenses of the leased units shall be limited and not absolute and shall confer only the right to use the said

leased units in continental United States, and in the manner and for the purpose set forth herein and not otherwise.

Section 5

Preparation for Installation

The Thatcher Company agrees, upon receiving drawings and lists showing locations and dimensions of any unit, to furnish and have ready proper floor space, foundations, piping, shafting, tools, power and such other adjuncts and equipment as may be required to the complete satisfaction of the Hartford Company.

Section 6

Delivery and Installation

(a) The Hartford Company, as soon as reasonably pos- [fol. 17293] sible after the provisions of Section 5 have been complied with, will deliver said new or additional leased units f. o. b. at place of manufacture, and shall install said units as provided in Schedule B annexed hereto.

(b) The Thatcher Company agrees that it will as soon as any new leased unit is received, furnish during installation of the same, a competent and sufficient force under the direction and control of the Hartford Company's representatives as provided in Schedule B annexed hereto, and will furnish power, uniform and suitable gas and air pressure, and also furnish molten glass in suitable condition and temperature, all in accordance with the requests of the Hartford Company;

Provided; that the Thatcher Company shall not be held responsible hereunder for delays caused by strikes, unavoidable accident, or other specific occurrences wholly beyond the control of that company.

Section 7

Term

The term of all of the licenses issued under this Agreement, whether substituted or new, unless sooner revoked or terminated as provided elsewhere herein, shall run until January 1st, 1936.

Section 8

Hartford Company Retains Title

The Hartford Company and its successors and assigns retains, and at its own option, shall continue to retain thruout the term of said licenses, complete title to said leased units.

[fol. 17294]

Section 9

Place and Nature of Use

Said leased units shall be used only for manufacturing milk bottles, and only by the Thatcher Company or its operatives or the purchaser of its entire business, and only at plants located in continental United States.

If after a leased unit has been installed at a given plant, the Thatcher Company desires to move the same, it shall give sixty days written notice to the Hartford Company of such intention to change the location of such unit.

Neither the said leased units nor any part thereof, nor any license issued under this Agreement, nor this Agreement, shall be transferred, assigned or sublet by the Thatcher Company except to a purchaser of the entire business of the Thatcher Company. If either be otherwise transferred, assigned, or sublet, or if the Thatcher Company goes out of the business of producing milk bottles with such leased units, or becomes bankrupt, or makes any general transfer or assignment for the benefit of creditors, then, and in such case, this Agreement and any license, whether substituted or new, issued pursuant to the terms of this Agreement, may at the option of the Hartford Company be terminated.

In the event, that at any time, any leased unit is installed in any plant which is not the property of the Thatcher Company, the Thatcher Company shall retain the right immediately to remove and retake possession of any such unit, and the use of any such unit shall at all times comply with all the provisions of this Agreement.

The Thatcher Company shall remain at all times responsible for the proper use of said units and the payment of royalties thereon and the fulfillment of all provisions of this Agreement applicable thereto as fully and completely as if said units were installed in a plant belonging to the [fol. 17295] Thatcher Company.

Section 10

Thatcher Company Sole Licensee

The Hartford Company agrees that it will not, while not less than eleven (11) of such leased units are licensed to the Thatcher Company under outstanding licenses, issue licenses for use of any such unit for making milk bottles within continental United States, to any person, firm or corporation other than the Thatcher Company.

Provided, however, that if, for any calendar year during the term of any license issued under this Agreement, the Thatcher Company fails to pay to the Hartford Company a sum in total royalties at least equivalent to royalties, calculated at the rates set forth in Section 13 hereof, upon fifty (50) percent of the total output of milk bottles produced by the Thatcher Company for such year whether produced with Hartford-Fairmont machinery or otherwise, then the Hartford Company may issue, for such term or terms as it may desire, a license or licenses for such machinery to licensees other than the Thatcher Company, which machinery will produce under normal circumstances, a sufficient output of milk bottles to make up such deficiency in royalties; and

Provided, further, that if such deficiency exists, however small, a license for at least one such unit may be so issued to an outside licensee, and said unit, and any other units so licensed to outside parties under this Section, may thereafter be used to full capacity.

Whenever by virtue of this section or any other section hereof, the Hartford Company shall have the right to issue [fol. 17296] a license or licenses to licensees other than the Thatcher Company, such licenses may, if the Hartford Company desires, be issued to a corporation or corporations subsidiary to or controlled by the Hartford Company. But, except thru such issuance of such licenses, the Hartford Company shall not engage in the manufacture of milk bottles within Continental United States during the term of any license issued hereunder.

Section 11

Changes, Additions and Improvements

No changes and no additions other than reasonable and necessary repairs, and other than necessary or proper

safety appliances shall be made to said machinery except by consent of both parties to this Agreement, or except as provided in Section 19 hereof, in the event of injunction and except as provided in this Section for improvements; and all changes and additions when made shall become the property of the Hartford Company.

Complete title to all patent rights at any time possessed during the term of any license issued hereunder by the Thatcher Company covering such changes and additions shall be transferred to the Hartford Company.

The Thatcher Company shall during the term of such licenses be given the benefit of any and all improvements upon the machines comprising said leased units which may be devised, developed or acquired by the Hartford Company, insofar as the Hartford Company shall have the right so to give such benefits, if and when said improvements shall, with the express consent of the Hartford Company, have been used commercially with such units in the United States in the making of milk bottles. In such event the Hartford Company will upon written request of the [fol. 17297] Thatcher Company with reasonable promptness f. o. b. at place of manufacture, such parts as may be needed to apply the said improvements to the said leased units, and at no cost to the Thatcher Company except the cost of manufacturing and installing said parts, including such license fees and royalties as the Hartford Company may have to pay for the right to make or license the use of such improvements. Such improvements shall be used by the Thatcher Company only in or upon the said leased units, and only during the term of the licenses under which said units are used by the Thatcher Company. All machines or parts thereof displaced from said leased units by the said improvements shall be returned at once to the Hartford Company.

Section 12

Accounting

(a) The Thatcher Company shall keep proper books of account during its entire operation under licenses issued hereunder showing the length of time that each least unit is operated each day, and the number, kinds and sizes of glassware produced each day by said unit, together with all other facts necessary or advantageous for carrying out the purposes of this Agreement, and of the license under

which said unit is operated, and shall also make a semi-annual statement showing the detail cost of such production, and of selling the same for the preceding six months; all in such form within reasonable limits as shall be specified by the Hartford Company.

(b) Such books shall at all reasonable times be open to the inspection of the Hartford Company or its duly authorized agents.

[fol. 17298] The Thatcher Company shall on or before the 15th day of each month furnish to the Hartford Company upon blanks provided by the latter, detail statements properly certified and sworn to, giving in itemized form all the data mentioned in this Section so far as may be required by the Hartford Company for the preceding calendar month, except as to said costs of production and selling, which shall be reported semi-annually as above provided. The Hartford Company shall disclose such facts only in the event that there are other licensees in accordance with the provisions of this Agreement, and only to such other licensees, and then, only when in the exercise of a reasonable discretion by the Hartford Company such disclosure is necessary for enforcing the terms of this Agreement and the licenses issued hereunder.

Section 13

Royalties

(a) The Thatcher Company shall pay to the Hartford Company during the term of any license issued hereunder, royalties on all merchantable milk bottles produced by or with the aid of the unit covered by any such license after the installation of said unit as set forth in Schedule B annexed hereto, at the rate of twenty (20) cents per gross for one quart size, and fifteen (15) cents per gross for one pint size, and twelve (12) cents per gross for one-half pint size, and ten (10) cents per gross for one-quarter pint size, and for other sizes a royalty proportioned by weight of product to the royalty for the nearest standard size.

(b) All of said royalties shall be paid monthly at the office of the Hartford Company in New York funds on or before the 15th day of each month for and upon the bottles [fol. 17299] so produced during the preceding calendar month.

(c) The Thatcher Company shall stamp or place upon each milk bottle produced by or with any of said leased units a permanent mark or sign sufficient plainly to distinguish such bottles so made, from all bottles produced by any other machinery, process, or method.

Section 14

Minimum Royalty

The Thatcher Company shall pay in royalties a minimum royalty upon each unit licensed hereunder of not less than Four thousand Dollars ($4,000) per year, to commence upon the installation of the leased unit and to be payable in New York funds on or before the 15th day of January for the year last preceding during the term of said license, subject to the provisions of Section 21, and of the Proviso in this Section below. The minimum royalty upon any leased unit for the first calendar year of its installation shall be reduced in proportion to the number of months which have elapsed in that year before such installation. The minimum royalty under this Agreement for the calendar year 1920 upon the eleven substituted licenses provided for in Section 1, shall be payable on or before January 15, 1921 but as against said minimum royalty the Thatcher Company shall be credited as to each leased unit under substituted license with the royalties paid on such unit during said year 1920 under the original as well as under the substituted license.

Provided, however, that as long as the Thatcher Company has under such license at least fifteen (15) of such units, the said minimum royalty may be spread over the entire group of units, so that the total minimum royalty required then to be paid to the Hartford Company under this Section during such fifteen-unit status, shall be a [fol. 17300] Sum equal to Four Thousand (4,000) Dollars multiplied by the total number of such units then under license to the Thatcher Company, less the same proportionate reduction in minimum royalty (as specified above in this Section) for any of said units, which after the completion of said fifteen-unit group has not been installed for a full calendar year.

For the purpose of computing minimum royalty under this Section, installation shall be deemed to have been completed as soon as the Hartford Company shall have finished

all the work of installation imposed upon said Company by Schedule B annexed hereto.

Section 15

Insurance—Taxes

The Thatcher Company shall also at its own expenes procure and place in the hands of the Hartford Company good policies of insurance against fire, upon each of said leased units, to the amount of at least eighty (80) percent of the insurable value thereof payable in case of loss to the Hartford Company. The Thatcher Company shall also pay all taxes assessed against said leased units, but this shall not include any taxes assessed against the income of the Hartford Company from said units. The Thatcher Company shall hold and save the Hartford Company harmless against any and all damages and costs resulting from injury occurring to any of the Thatcher Company's employees or others on account of or in connection with said leased units subsequent to the installation thereof.

Section 16

Operation of Machinery

The Thatcher Company shall keep, use and operate said [fol. 17301] leased units and all parts thereof in a careful, safe, prudent and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth in Section 24; shall not without consent of the Hartford Company add to or subtract from such machinery as supplied by the Hartford Company excepting necessary or proper safety appliances, nor allow changes to be made therein except as provided in Section 11, nor interfere with the proper operation thereof, nor remove nor deface any plates, dates, numbers or inscriptions placed thereon by the Hartford Company.

The Thatcher Company will promptly notify the Hartford Company of the need of any repairs or renewals of said leased units and the Thatcher Company will at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Hartford Company. The Hartford Company agrees to furnish promptly such renewal parts at prices not in excess of the prices charged

by responsible outside parties for parts of similar design, material and workmanship.

Section 17

Inherent Defects

The Hartford Company will remedy and make good without charge any inherent defects appearing in the construction of said new or additional leased units or in the materials of which any of said units is made during one year from date of installation.

Section 18

Acknowledging Validity of Patents

(a) The Thatcher Company hereby acknowledges the validity of any and all patents that may be issued upon the [fol. 17302] said patent applications of the Hartford Company, and of any and all other patents now or during the term of any license issued hereunder owned, controlled or licensed by the Hartford Company covering or relating to any of said leased units or to the methods or processes performed by any of said leased units, and waives all rights to justify any breach of this Agreement, or any license issued hereunder upon the Thatcher Company's part, by denying the validity of such patents or any of them, excepting as to any claim or claims of said patent or patents which may by final decree of a Court of competent jurisdiction within the judicial circuit wherein such breach is committed, including Appellate Courts if appeal is taken, have been declared void, this exception being limited to the particular claim or claims thus declared void.

(b) In case such final decree shall declare void all or substantially all of the Hartford Company's patents embodied in and relating to the said leased units so that the Thatcher Company is thereby evicted from all or substantially all of the benefits of the license of such units, then, in that case, the Thatcher Company may at its option revoke and terminate this Agreement and all licenses hereunder (but not merely a part thereof.)

In such event the Thatcher Company shall thereupon restore to the Hartford Company all of the said leased units and their appurtenances as provided in Section 22 hereof, and shall be thereupon relieved from paying further mini-

mum royalties; provided however, that until such revocation and restoration, the Thatcher Company shall continue to be bound by all the covenants and provisions of this Agreement, and the licenses issued hereunder.

[fol. 17303] Section 19

Protection of Thatcher Company From Infringement Claims

(a) The Hartford Company will at its own expense, have and hold the Thatcher Company harmless against damages and costs recovered in any suit or claims brought against the Thatcher Company for alleged infringement of patents, based on the use of said leased units, but only to the extent of the royalties which shall have been paid by the Thatcher Company for and on account of the unit or units so adjudged to be in infringement, and paid during and for the period or periods respectively of infringement by said unit or units, and before the judgment of recovery.

The Hartford Company may at its own option, and shall upon the written request of the Thatcher Company defend any such suits or claims unless or until the Hartford Company shall elect to effect a settlement thereof.

The Thatcher Company shall promptly inform the Hartford Company of any such suit or claim or any threat or probability thereof coming to the knowledge of the Thatcher Company, and shall at the Hartford Company's expense fully and freely aid the latter in defending the same; and shall further promptly inform the latter of any infringement of the latter's patents coming to the knowledge of the Thatcher Company.

(b) The Hartford Company shall have the right to intervene in and defend as a party thereto, any suit brought against the Thatcher Company during the term of any such license which involves or in any way affects the validity of [fol. 17304] any patent embodied in any of said leased units, or in any improvement thereof furnished by the Hartford Company, or which involves any claim that the making or use of such unit or any part thereof constitutes an infringement of any patent.

(c) In case the Hartford Company shall be delayed in the performance of or be rendered unable to perform all or

any part of this Agreement or of any license issued hereunder, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation or operation of any of the said leased units shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Hartford Company shall not be liable to the Thatcher Company for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section; *Provided*, however, that if the right of the Thatcher Company to use any of said leased units or any essential part thereof shall be suspended by reason of an order, decree, or injunction issued by any court of competent jurisdiction, then, during the continuance of restraint by such order, decree or injunction, or until the Hartford Company shall have substituted other machinery or parts as hereinafter set forth, which the Hartford Company agrees to do as promptly as reasonably possible, the minimum royalty payable on account of such unit as set forth in Section 14 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any essential part or parts of any of said leased units, the Hartford Company reserves the right to substitute with reasonable promptness other machinery [fol. 17305] or parts for those involved in the injunction, and at no cost or charge to the Thatcher Company excepting any license fee or royalty which the Hartford Company have to pay for the right to make and license the Thatcher Company to use such other machinery or parts. The part or parts so substituted shall be such that the efficiency of the unit so changed shall be substantially equal to that of the unit as before such change, and shall immediately become subject to all the provisions of this Agreement, and of the license issued hereunder.

(e) In the event that such order, decree or injunction shall become permanent against any essential part or parts of such leased unit and no such substitution of machinery or parts shall have been made with reasonable promptness as above stated, then, in that event the license of such unit shall cease and terminate in all its provisions, and if the said event occurs during the first five years after the installation of such unit, the Thatcher Company shall be en-

titled to receive back the license fee paid under said original license, or provided for in Section 3 hereof, after deducting therefrom such proportion thereof as the elapsed time between such installation of the said unit and its restoration in good condition to the Hartford Company, shall bear to the said five years.

The Hartford Company will at its own expense diligently prosecute all infringements of any of said patent rights tending to render nugatory the patent monopoly granted thereunder, but only when such prosecution is, in the discretion of the Hartford Company, desirable in the interest of both parties hereto.

Section 20

Right of Revocation

(a) In case the Thatcher Company shall violate or fail [fol. 17306] to observe as to any of said licenses issued hereunder, any of the conditions set forth in Sections 3, 4, 5, 6, 9, 11, 12, 13, 14, 15, 16, 18, 23 and 25 of this Agreement, or shall cause or wilfully permit the same to be violated, and such ground or cause for revocation shall continue for a period of thirty (30) days in the aggregate in any twelve (12) months after written notice of such ground or cause has been given by the Hartford Company to the Thatcher Company, the Hartford Company shall have the right at its option to revoke and terminate absolutely any of said licenses in connection with which any of said conditions are violated or not observed as above stated, upon giving written notice to the Thatcher Company of said revocation at least thirty days before the time when such revocation is to take effect.

(b) Except as provided in Sections 18, 19 and 21, no termination or revocation whatsoever of any license issued hereunder, nor the use of the remedy of injunction, accounting or repossession shall, however, affect or in any way discharge the liability of the Thatcher Company hereunder and under the licenses issued hereunder to pay and continue to pay to the Hartford Company the minimum royalty provided by Section 14 hereof, for and during the entire term of such license, nor shall any royalties paid by the Thatcher Company be returned, except as provided in Sections 19 and 24.

Section 21

Commutation of Minimum Royalties

It is further agreed that in the event of such revocation set forth in Section 20, the Thatcher Company, in lieu of said obligation therein provided to pay the said minimum royalties thruout said entire term, may at its option wholly discharge said obligation by paying to the Hartford Company within sixty (60) days after said revocation a lump [fol. 17307] sum equal to fifty (50) percent of the total minimum royalties which would under such revoked license be payable during the remainder of the term; and provided further that the Thatcher Company may at any time during said term revoke and terminate at its option any license issued hereunder by giving written notice to the Hartford Company sixty days beforehand of its intention so to revoke, and by paying to the Hartford Company within said sixty days a lump sum in discharge calculated as above set forth in this Section.

Section 22

Repossession of the Machinery

Upon the termination of any license issued hereunder thru limitation of time or thru revocation as herein provided, the Thatcher Company shall restore to the Hartford Company the said leased unit and all appurtenances thereof as covered by such license and by this Agreement in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant where such unit is. If the Thatcher Company shall fail so to deliver the said leased unit, the Hartford Company is hereby authorized to enter upon any premises where the said leased unit may be, and take possession thereof, and remove it.

Section 23

Inspection

Duly authorized agents or employees of the Hartford Company shall at all reasonable times be allowed access to any leased unit, for the purpose of inspecting the same and

its operation and use, and the Thatcher Company shall [fol. 17308] afford all reasonable facilities therefor.

Section 24

Fire Loss

(a) In the event that any leased unit shall be damaged by fire so as to cause a suspension of production therewith, the Thatcher Company shall immediately give written notice to the Hartford Company as to the extent and nature of the damage to the said leased unit, and as to the plans and intentions of the Thatcher Company relative to repairing the damage and resuming operations under such license.

(b) In the event of such damage by fire, the Hartford Company if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Thatcher Company with the machinery or parts thereof, necessary to repair or replace the damaged machinery or parts, f. o. b. at place of manufacture. The Thatcher Company shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Hartford Company and thereafter during only such time not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 14 hereof shall be waived as to such damaged machinery;

Provided, however, that any delay in such installation which is caused by strikes, unavoidable accident, or other specific occurrences wholly beyond the control of the Thatcher Company, shall not be counted in computing said six months period.

(c) If the Thatcher Company shall fail to give said written notice within thirty days of the occurrence of the [fol. 17309] fire, or if the notice when given shall not plainly state whether said company intends to rebuild or otherwise repair the damage and resume operation under such license, or if the said company shall fail to resume the payment of royalties when due, then, in any of these cases, the Hartford Company shall have the right at its option to revoke and cancel such license.

Provided, however, that if such revocation under this Section occurs during the first five (5) years after the installation of such unit, the Hartford Company shall, in connection with the revocation, repay to the Thatcher Company the license fee paid under said original license, or provided and paid under Section 3 on such damaged unit, after deducting therefrom such proportion thereof as the elapsed time between such installation of said unit and its restoration in good condition to the Hartford Company, shall bear to the said five years.

Section 25

Bureau of Statistics

If the Hartford Company shall undertake to establish and conduct a bureau for the collection, preservation and use of data relating to the operations and objects of its licenses, and the general conditions of the glass industry, then in that case the expense of maintaining such a bureau shall be defrayed by proportionate assessments to be made by such company monthly upon its licensees who are licensed to use Hartford-Fairmont feeders, whether with, or without Hartford-Fairmont forming machines. The proportion to be assessed upon the Thatcher Company shall be the same as the proportion which the number of licenses held by the Thatcher Company at the time of making such assessments shall bear to the total number of licenses for such feeders then held by all the licensees of the Hartford [fol. 17310] Company in the United States. The Thatcher Company hereby agrees to pay the amount so assessed upon it for each month within thirty (30) days from receiving statements therefor from the Hartford Company;

Provided that, the total amount thus payable by the Thatcher Company under this Section shall not exceed Two Thousand (2,000) Dollars in any one calendar year.

Section 26

Waiving the Conditions—Term of This Agreement

None of the provisions of this Agreement or any license issued hereunder shall be held to have been waived or altered unless such waiver or alteration is in writing signed

by the General Manager or other officer of the Hartford Company expressly authorized thereto.

This Agreement shall cease and terminate immediately upon the termination of all the licenses issued hereunder to the Thatcher Company.

In witness whereof each of the parties hereto has caused this Agreement to be executed in duplicate in its name and [fol. 17311-17316] behalf as of the day and year first above written, the Hartford-Fairmont Company by F. Goodwin Smith, its Vice President; Thatcher Manufacturing Company by F. E. Baldwin, its President, both hereunto duly authorized.

Hartford-Fairmont Company. By F. Goodwin Smith its Vice President. (Seal.)

In presence of J. L. Atherton, Herbert Knox Smith.

Thatcher Manufacturing Company. By F. E. Baldwin Its President. (Seal.)

In presence of Frank L. Collins, H. C. Mandeville.

* * * * * * *

[fol. 17317] GOVERNMENT EXHIBIT No. 234

Supplemental Agreement

Thatcher Manufacturing Company

Single Feeders—Production Rebate—Future Development

Preamble

This Supplemental Agreement made this 1st day of December 1925 between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut (hereinafter designated as Hartford); the Hartford-Fairmont Company, a corporation organized under the laws of the State of New York and having a place of business at Canajoharie in said State (hereinafter designated as Fairmont); and the Thatcher Manufacturing Company, a corporation organized under the laws of the State of New York and having a place of business at Elmira in said State (hereinafter designated as Thatcher), Witnesseth

That whereas there is now outstanding between Fairmont and Thatcher a certain General Agreement dated December 8, 1920 and

Whereas Hartford owns all of the stock of Fairmont and owns, controls and operates all of its business, and

Whereas Section 10 of said General Agreement grants to Thatcher certain exclusive rights for making milk bottles [fol. 17318] with certain machinery therein referred to as "Leased Units", and

Whereas, Thatcher claims that it has a moral, but no legal right, to object to the licensing by Hartford, to other parties than Thatcher for the manufacture of milk bottles, of glass feeding machinery not included within the definition of the said leased unit (whether such machinery be now in existence or be a future development).

Now Therefore, the parties hereto in consideration of one dollar each to the other in hand paid, receipt of which is hereby acknowledged do hereby covenant and agree as follows:

Section 1—Term. The terms of this agreement shall be co-extensive with the said agreement of December 8, 1920 and shall terminate with the expiration, termination, cancellation or revocation thereof.

Section 2—Licensing of Other Feeders and Formers. It is fully understood and agreed between the parties hereto that Hartford reserves and shall have and continue to have full and unrestricted legal, equitable and moral right to license to any parties whatsoever, for the production of milk bottles, any or all forms of glass feeding or glass forming machinery other than either the Paddle Needle Feeder or the Twin Milk Bottle Forming Machine of the said Leased Unit.

[fol. 17319] *Section 3—Production Rebate.* Hartford agrees that commencing with the year 1926 and for each calendar year thereafter, it will from the royalties paid to it by Thatcher, repay to Thatcher four (4) cents per gross on all milk bottles produced by Thatcher during such calendar year on such Leased Units or on other Hartford Feeders operating in combination with Hartford Forming Machines in excess of five hundred thousand (500,000) gross but not exceeding seven hundred fifty thousand (750,-

000) gross and five (5) cents per gross on all such ware so produced in excess of seven hundred fifty thousand (750,000) gross.

Said repayment shall be made within Thirty (30) days after the expiration of such calendar year.

Section 4—Thatcher Rights in Single Feeder. Thatcher shall during the term of this Agreement have the non-exclusive right to obtain and hold under license from Hartford such numbers of the Hartford Single Feeders for use in making milk bottles in Continental United States either with the Twin Press which now constitutes a part of said Leased Unit or with any modification of such Press, and [fol. 17320] under the same general licensing terms as are fixed for the use of said Leased Unit under the said General Agreement of December 8, 1920.

Section 5—Future Developments. Thatcher shall during the continuance of this Agreement have the non-exclusive right to take and license from Hartford for the making of milk bottles, such feeding or forming machines as may hereafter be developed and controlled and placed in commercial use by Hartford. The terms and provisions of such further licenses of future developments shall be as favorable to Thatcher as those accorded at the given time in regular standard licensing to others under substantially similar circumstances and conditions for the production of milk bottles, and shall conform substantially to the terms and provisions set forth in the then most recent standard form of license and lease used in connection with such machinery by Hartford at the given time.

Section 6—Option on Exclusive License. Hartford further agrees that in case it shall at any time hereafter propose to offer to any parties any new exclusive right or license not now outstanding or contracted for upon its feeding or forming machines for the production of milk bottles, it will give to Thatcher the first opportunity to ac- [fols. 17321-17322] quire such exclusive right or rights upon as favorable terms as Hartford may be willing to dispose of such right or rights to other parties; *Provided*, that unless Thatcher shall accept such offer as to any particular right or rights within ninety (90) days after the same shall have been presented to it by Hartford, Thatcher's

option privilege as above set forth in this Section shall terminate at the end of said ninety (90) days.

In Witness Whereof, the parties hereto, acting respectively by officers duly authorized, have hereunto and to a duplicate and triplicate hereof set their names and seals the day and year first above written.

Hartford-Empire Company, by F. Goodwin Smith, Pres. Hartford-Fairmont Company, by F. Goodwin Smith, Pres. Thatcher Manufacturing Company, by F. E. Baldwin, Pres. (Seal.)

In presence of Herbert Knox Smith, J. L. Atherton, Frank L. Collins, F. H. Mills.

[fol. 17323] GOVERNMENT EXHIBIT No. 237

Production Refund Agreement—Single Feeders

Thatcher Manufacturing Company

Preamble

This Agreement, made this 18 day of October 1926, between the Hartford-Empire Company, a corporation organized under the laws of Delaware, and having a place of business at Hartford, Connecticut, (hereinafter called "Hartford"); the Hartford-Fairmont Company, a corporation organized under the laws of New York, and having a place of business at Hartford, Connecticut (hereinafter called "Fairmont"); and the Thatcher Manufacturing Company, a corporation organized under the laws of New York, and having a place of business at Elmira, New York, (hereinafter called "Thatcher") Witnesseth That

Whereas there is now outstanding between Fairmont and Thatcher a General Agreement dated December 8, 1920; and

Whereas there is also now outstanding between Hartford, Fairmont and Thatcher a Supplemental Agreement relating to Single Feeders; Production Rebate and Future Development, dated December 1, 1925; and

• • • • • • •

[fol. 17324] *Section 1. Cancellation*—The said Supplemental Agreement dated December 1, 1925 is hereby wholly cancelled and annulled.

Section 2. Term—The term of this present agreement shall be coextensive with the said General Agreement of 1920, and shall terminate with the expiration, termination, [fol. 17325] cancellation or revocation thereof.

Section 3. Licensing of Other Feeders and Formers—Thatcher agrees and consents without reservation whatsoever that Hartford has and shall continue to have the full, unrestricted and entire legal, equitable and moral right to license to any parties, persons or corporations whatsoever, for the production of milk bottles, any or all forms of glass feeding and/or glass forming machinery other than either the Paddle Needle Feeder or the Twin Milk Bottle Forming Machine, which together constitute the said Leased Unit as described in said General Agreement of 1920, and Thatcher hereby gives such consent and concurrence in the exercise of such right by Hartford, without any objection or reservation whatsoever, as a complete, legal, equitable and moral settlement of all questions relating to any exclusive right in Thatcher as to such machinery other than such Leased Unit.

Section 4. Additional Production Refund—Whenever Thatcher, in any one calendar year, shall have produced with glass feeding machines licensed to Thatcher by Hartford a total of Five hundred thousand (500,000) gross of milk bottles, Hartford will, during the terms of this Agreement, pay to Thatcher a refund upon the royalties paid by [fol. 17326] Thatcher upon additional milk bottles thereafter so produced during such year by Thatcher. Such refund shall be equivalent to Seven (7) cents per gross upon such subsequent additional production, but shall not be paid upon more than a total additional production of Five Hundred Thosuand (500,000) gross. Such refund shall be paid monthly within Ten (10) days after Hartford shall have received from Thatcher the monthly royalty payable upon such additional production; *Provided*, that no milk bottles of a size smaller than one-half (½) pint shall be included or counted in such first total of Five hundred thousand (500,000) gross, or in any production additional thereto, and

Provided, further, that no milk bottles shall so be included or counted in such first total or in any production additional thereto, which shall have been produced by Thatcher upon or with any feeding or forming machinery which shall have been, either at the date of this Agreement or thereafter, licensed by Hartford for the production of milk bottles to any party other than Thatcher; and

Provided, further, that for the purposes of this Section 4, this Agreement shall be considered as having taken effect January 1, 1926; that is to say, the milk bottle production (as above described and limited) by Thatcher during all of the year 1926 shall be included and counted in, in calculating any such refund payable under this Section for the calendar year 1926.

• • • • • • •

[fols. 17327-17332] "Exhibit 237 is otherwise similar to Exhibit 234."

[fol. 17333] GOVERNMENT EXHIBIT No. 240

Consolidated Agreement

Thatcher Manufacturing Company

Preamble

(a) Whereas, The Hartford-Fairmont Company (hereinafter called "Fairmont"), a corporation organized under the laws of New York, and the Thatcher Manufacturing Company (hereinafter called "Thatcher"), a corporation also organized under the laws of New York, have outstanding between them a certain General Agreement dated December 8, 1920, relating to the licensing of certain so-called "units" of machinery therein described; and

(b) Whereas, The Hartford-Empire Company (hereinafter called "Hartford"), a corporation organized under the laws of Delaware, owns all of the stock of said Fairmont, and owns and operates all of the business of Fairmont, and, furthermore, has outstanding with Thatcher a certain Production Refund Agreement dated October 18, 1926; and

(c) Whereas, Hartford is the owner of United States patents relating to the manufacture of glassware, numbered and dated as follows:

Patent Numbers	*Dates*
805,068	November 21, 1905
Re 13,929	June 15, 1915
1,119,108	September 26, 1916
1,264,328	April 30, 1918
1,277,254	August 27, 1918
1,277,256	August 27, 1918
1,300,181	April 8, 1919
1,316,550	September 16, 1919
1,326,460	December 30, 1919
1,328,799	January 20, 1920
1,331,467	February 17, 1920
1,331,472	February 17, 1920
1,331,847	February 24, 1920
1,332,405	March 2, 1920
1,353,115	September 14, 1920

[fol. 17334] and of certain applications now pending for letters patent of the United States likewise relating to the manufacture of glassware; and

(d) Whereas, there is now leased and exclusively licensed to Thatcher under said General Agreement of 1920 certain so-called "units" of machinery as defined in said Agreement of 1920, each unit consisting of one Paddle Needle Feeder, and one Hartford Two Table Milk Bottle Machine, the said feeders and machines being as follows:

Hartford Paddle Needle Feeder numbered 5 and Hartford Two Table Milk Bottle Machines numbered 1; 3; 4; 5; 7; 8; 9; 10; 11; 12; 14; 15; 16; 17; 18; 19; 20 and 21

and

(c) Whereas, certain other machinery, to wit, certain Hartford Single Feeders, not corresponding to said description of said unit, is now also licensed and leased to Thatcher from Hartford, as follows:

Feeder Number	*License Number*	*Date of License*
87	64	May 27, 1927
101	41	May 27, 1927
115	84	May 27, 1927

Feeder Number	*License Number*	*Date of License*
116	85	May 27, 1927
120	86	May 27, 1927
121	87	May 27, 1927
125	88	May 27, 1927
129	92	May 27, 1927
193	125	May 27, 1927
194	126	May 27, 1927
198	135	May 27, 1927
199	136	May 27, 1927
200	137	May 27, 1927

said machinery described in Paragraphs (d) and (e) above being hereafter referred to as "original machinery";

and

[fol. 17335] (f) Whereas: it is desired by all parties hereto to consolidate the substance of said General Agreement and said Production Refund Agreement; and also to bring under such new Consolidated Agreement all of the machinery referred to in Paragraphs (d) and (e) above; and also to provide for the future licensing and leasing to Thatcher of new and additional machinery under such Consolidated Agreement (hereinafter referred to as "additional machinery").

Now therefore, This Consolidated Agreement made this 13th day of April, 1928 but to take effect as of January 1, 1928, between Hartford-Fairmont Company, Hartford-Empire Company and Thatcher Manufacturing Company

Witnesseth: That the said parties hereto in consideration of the covenants herein contained agree as follows:

Section 1. Cancellation. Said General Agreement of December 8, 1920, and all licenses outstanding thereunder; also said Production Refund Agreement of October 18, 1926; and also said Licenses and Leases numbered 41; 64; 84; 85; 86; 87; 88; 92; 125; 126; 135; 136 and 137 and specified in Paragraph (e) of the Preamble above, are all hereby cancelled and annulled as of January 1, 1928;

Provided, That the cancellation of a certain Supplemental Agreement of December 1st, 1925, effected by said Production Refund Agreement, shall continue to be effective, and such Supplemental Agreement shall remain as cancelled.

Section 2. Original Machinery Now Licensed. Hartford hereby licenses and leases to Thatcher for the production, and only for the production of milk and cream bottles, and Thatcher hereby takes and accepts, all the original machinery specified in Paragraphs (d) and (e) of the Preamble above; and the same shall be licensed, leased, owned, held, used, operated and cared for subject to all the provisions of this Consolidated Agreement, except that Section 5 "License Fees," Section 7 "Preparation of Installation" and [fol. 17336] Section 8 "Delivery and Installation" shall none of them apply to said original machinery, the same having already been installed, and the license fees thereon paid.

Section 3. Additional Machinery. Thatcher shall also, during the term of this Agreement, have the exclusive right (subject to the conditions as to such exclusive right set forth in Section 12 hereof), to obtain from Hartford and hold under license and lease such additional numbers as Thatcher may from time to time desire of the Hartford Paddle Needle Feeder, and of the Hartford Milk Bottle Machines, and the non-exclusive right so to obtain and hold such additional numbers as Thatcher may from time to time desire of the Hartford Single Feeders, all of said feeders and machines being respectively of the types described in Schedule "A" annexed hereto, and each and all of them to be licensed for the production and only the production of milk and cream bottles in Continental United States. The licensing and leasing, holding, using, operating, owning and caring for such machinery, whether original or additional, shall be subject to all the provisions of this Agreement. Such furnishing of machinery by Hartford shall be subject to the reasonable manufacturing and supplying conditions of Hartford's business and to the reasonable fairness required of Hartford in supplying machinery to its other licensees and customers.

It is especially provided that any of the machinery now or hereafter licensed and leased hereunder, whether original or additional, may be used in conjunction with any other machinery now or hereafter licensed and leased hereunder, whether original or additional, to the end that the entire Hartford equipment at any time held by Thatcher hereunder may be flexible and subject to the most advantageous use.

Section 4. Form of License. The licensing and leasing of all such machinery shall be evidenced for each one of such machines by the execution and issuance of a license in substantially the following form:

[fol. 17337] *Thatcher Manufacturing Company*

.....License

No.....

This License No. ..... made this ..... day of ..... between the Hartford-Empire Company (hereinafter called "Licensor"), a corporation organized under the laws of Delaware, and the Thatcher Manufacturing Company (hereinafter called "Licensee"), a corporation organized under the laws of New York, in consideration of the mutual covenants herein set forth and referred to

WITNESSETH: That the Licensor hereby leases to the Licensee, and licenses the Licensee to use a certain glass ..... machine described as follows:

This said License No. ..... is made in pursuance of and with express reference to a certain Consolidated Agreement made between the Licensor and the Hartford-Fairmont Company and the Licensee, dated April 13th, 1928. It is agreed between the parties hereto that the said machine shall be taken, installed, held, licensed, leased, used and operated subject to all the provisions of said Consolidated Agreement of 1928 in so far as such provisions are, by such Agreement, made applicable to such machine, which said provisions are expressly made a part of this License.

In Presence of ..... Hartford-Empire Company

..... by.....

.....

Thatcher Manufacturing Company

..... by.....

....

[fol. 17338] Such form of license is hereinafter referred to as a "license." Licenses in such form shall at once be issued to cover all said original machinery, in lieu of all licenses now covering such original machinery. As soon as such a license shall have been executed for the given machinery, said machinery shall become "leased machinery" as this phrase is hereinafter used.

Section 5. License Fees on Additional Machinery. Thatcher agrees to pay to Hartford license fees upon additional machinery licensed and leased hereunder, as follows:

(a) Upon each Paddle Needle Feeder Forty-five hundred (4,500) Dollars.

(b) Upon each Hartford Single Feeder Twenty-five hundred (2,500) Dollars.

(c) Upon each Two Table Milk Bottle Machine, the cost plus Fifteen (15) per cent. of such machine. Such cost shall be the actual and ordinary manufacturing cost incurred by Hartford, including a reasonable overhead on that part of the cost incurred in the shop of Hartford, but shall not include experimental or development cost as such, or the cost of designs and drawings.

Said license fee shall be payable one half upon execution of the license (the cost of the Milk Bottle Machine to be estimated for such purpose by Hartford) and the balance to be paid within Thirty (30) days after the machinery is ready to ship to Thatcher.

Provided; that the provisions of this Section 5 shall not apply to any of the original machinery.

Section 6. Extent of License. The licenses of the leased machinery shall all be limited and not absolute, and shall [fol. 17339] confer only the right to use said machinery in Continental United States and in the manner and for the purposes set forth herein and not otherwise.

Section 7. Preparation for Installation. Thatcher agrees, upon receiving drawings and lists showing location and dimensions of any of such additional machinery hereafter to be licensed, to furnish and have ready proper floor space, foundations, piping, shafting, tools, power and such other adjuncts and equipment as may be required, to the complete satisfaction of Hartford.

Section 8. Delivery and Installation. Hartford, as soon as reasonably possible after the provisions of Section 7 have been complied with, will deliver said additional machinery f. o. b. at place of manufacture, and upon request of Thatcher will aid in installing said machinery as provided in Schedule B annexed hereto.

Section 9. Term. The term of all the licenses issued hereunder, whether for original or additional machinery, shall, unless sooner revoked or terminated as provided elsewhere herein, run till January 1, 1936.

Section 10. Hartford Retains Title. Hartford and its successors and assigns retains, and at its own option, shall continue to retain throughout the term of said licenses, complete title to said leased machinery.

Section 11. Place and Nature of Use. Said leased machinery shall be used only for manufacturing milk and cream bottles, and only by Thatcher or its operatives or the purchaser of its entire business, and only at plants located in Continental United States.

If after any leased machinery has been installed at a given plant, Thatcher desires to move said machinery, it shall give sixty (60) days written notice to Hartford of such intention to change the location of such machinery. Neither the said leased machinery nor any part thereof, nor any license issued under this Agreement, nor this Agreement, shall be transferred, assigned or sub-let by Thatcher except to a purchaser of the entire business of Thatcher. If either be otherwise transferred, assigned or sub-let, or if Thatcher [fol. 17340] goes out of the business of producing milk bottles with such leased machinery, or is adjudicated bankrupt, or makes any general transfer or assignment for the benefit of creditors, then and in such case this Agreement and any license, whether original or additional, issued pursuant to the terms of this Agreement, may at the option of Hartford be terminated.

In the event that at any time, any of such leased machinery is installed in any plant which is not the property of Thatcher, Thatcher shall retain the right immediately to remove and retake possession of any such machinery, and the use of such machinery shall at all times comply with all the provisions of this Agreement.

Thatcher shall remain at all times responsible for the proper use of said leased machinery and the payment of royalties thereon and the fulfillment of all provisions of this Agreement applicable thereto, as fully and completely as if said leased machinery were installed in a plant belonging to Thatcher.

Section 12. Exclusive Rights. Hartford agrees that subject to the conditions specified below it will not issue licenses

for the use of the said Hartford Paddle Needle Feeder or the Hartford Milk Bottle Machine for the use of such machines or either of them for making milk or cream bottles within Continental United States to any person, firm or corporation but Thatcher Company.

Provided that such exclusive agreement as above set forth shall not at any time be in force or bind Hartford unless Thatcher during the calendar year prior to such time shall have produced with the aid of feeders and/or forming machines licensed hereunder at least seven hundred and fifty thousand (750,000) gross of milk and/or cream bottles, and *Provided*, further, that if, for any calendar year during the term of any license issued under this Agreement, Thatcher fails to pay to Hartford a sum in total royalties at least equivalent to royalties calculated at the rates set forth in Section 15 hereof, upon Fifty (50) per cent of the total output of milk and cream bottles produced by Thatcher for such year, whether produced with feeding or forming machinery licensed by Hartford, or [fol. 17341] otherwise, then Hartford may issue, for such term or terms as it may desire, a license or licenses for machinery such as composes said unit, to licensees other than Thatcher, which machinery will produce under normal circumstances a sufficient output of milk and/or cream bottles as to make up such deficiency in royalties; and

Provided further, that if such a deficiency exists, however small, a license for at least one such unit or part thereof may so be issued to an outside licensee, and such machinery and any other of such machinery so licensed to outside parties under this Section, may thereafter be used to full capacity.

Whenever by virtue of this Section or any other section hereof, Hartford shall have the right to issue a license or licenses to licensees other than Thatcher, such licenses may, if Hartford desires, be issued to a corporation or corporations subsidiary to or controlled by Hartford. But, except through such issuance of such license, Hartford shall not engage in the manufacture of milk bottles within Continental United States with any machinery of the types described in Schedule "A" during the term of any license issued hereunder.

Section 13. Changes, Additions and Improvements. No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety ap-

pliances shall be made to any of said leased machinery licensed hereunder except by consent of both Hartford and Thatcher, or except as provided in Section 21 hereof in the event of injunction, and except as provided in this Section for improvements; and all changes and additions when made shall become the property of Hartford.

Complete title to all patent rights at any time possessed during the term of any license issued hereunder by Thatcher covering such changes and additions shall be transferred to Hartford.

Thatcher shall during the term of such licenses be given the benefit of any and all improvements upon the said leased machinery which may be devised, developed or acquired by Hartford, in so far as Hartford shall have the right to give such benefits, if and when said improvements shall, with [fol. 17342] the express consent of Hartford, have been used commercially with such leased machinery in the United States in the making of milk or cream bottles. In such event Hartford will upon written request of Thatcher furnish to Thatcher with reasonable promptness f. o. b. at place of manufacture, such parts as may be needed to apply the said improvements to the said leased machinery, and at no cost to Thatcher except the cost of manufacturing and installing said parts, including any such fees and royalties as Hartford may have to pay for the right to make or license the use of such improvements. Such improvements shall be used by Thatcher only in or upon said leased machinery, and only during the term of the licenses under which said leased machinery is used by Thatcher. All machinery or parts thereof displaced from said leased machinery by the said improvements shall be returned at once to Hartford.

The word "improvements" when used in this Agreement, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery and not otherwise.

Section 14. Accounting. Thatcher shall keep proper books of account during its entire operation under licenses issued hereunder, showing the length of time that each leased machine is operated each day, and the number, kinds and sizes of glassware produced each day by each such ma-

chine, together with all other facts necessary or advantageous for carrying out the purposes of this Agreement, and of the license under which such machine is operated; and shall also make a semi-annual statement showing the detail cost of such production for the preceding six months; all in such form within reasonable limits as shall be specified by Hartford.

Such books shall at all reasonable times be open to the inspection of Hartford or its duly authorized agents.

Thatcher shall on or before the fifteenth day of each month furnish to Hartford upon blanks provided by the [fol. 17343] latter, detail statements properly certified and sworn to, giving in itemized form all the data mentioned in this Section, so far as may be required by Hartford, for the preceding calendar month, except as to said costs of production, which shall be reported semi-annually as above provided.

Section 15. Royalties. Thatcher shall pay to Hartford during the term of any license issued hereunder royalties on all merchantable milk or cream bottles produced by or with the aid of such leased machinery covered by any such license after the installation of such machinery, as set forth in Schedule B annexed hereto, at the rate of Twenty (20) cents per gross for one quart size, and Fifteen (15) cents per gross for one pint size, and Twelve (12) cents per gross for one-half pint size, and Ten (10) cents per gross for one-quarter pint size, and for other sizes a royalty proportioned by weight of product to the royalty for the nearest standard size.

All of said royalties shall be paid monthly at the office of Hartford in New York funds on or before the fifteenth day of each month for and upon the bottles so produced during the preceding calendar month.

Section 16. Minimum Royalties. Thatcher shall pay in royalties minimum royalties per year as follows:

(a) Upon each Paddle Needle Feeder Thirty-five hundred (3500) Dollars.

(b) Upon each Milk Bottle Machine Five hundred (500) Dollars.

(c) Upon each Hartford Single Feeder Fifteen hundred (1500) Dollars.

Such minimum royalties shall commence to accrue upon said original machinery on January 1st, 1928; and upon any additional machinery Ninety (90) days after such additional machinery is ready to ship to Thatcher. Such minimum royalties shall be payable in New York funds on or before the fifteenth day of January for the year last pre-
[fol. 17344] ceding, during the term of the license covering the respective machinery, subject to the provisions of Section 23 hereof and of the Proviso in this Section below. The minimum royalty upon any additional machinery for the first calendar year of its installation shall be reduced in proportion to the number of months which shall have elapsed in that year prior to the date when the minimum royalty thereon shall have commenced to accrue.

Provided, however, that for any calendar year in which Thatcher shall have produced with all machinery licensed and leased to it by Hartford at least Five Hundred thousand (500,000) gross of milk and/or cream bottles, all of said minimum royalties may be spread over all of such machinery so licensed and leased, so that in such case the total minimum royalty to be paid to Hartford under this Section for such year shall be a total sum arrived at as follows:

The number of machines of each of the three types specified above shall be multiplied in each case by the minimum royalty specified above for such type, and the three results added together to form such total sum, after allowing in such calculation for the proportionate reduction in minimum royalty (as specified above in this Section) for any of such machines which shall not have been installed during the whole of such calendar year.

Section 17. Insurance and Taxes. Thatcher shall also at its own expense maintain insurance upon all said leased machinery to its full insurable value, and in case of loss or damage thereof by fire, shall restore said machinery to its original condition and efficiency; *Provided*, that during the time, not exceeding six (6) months after such fire, that may be necessary for such restoration, the minimum royalty set forth in Section 16 hereof shall be waived as to such damaged machinery.

Thatcher shall also pay all taxes assessed against said leased machinery, but this shall not include any taxes assessed against the income of Hartford derived from said

machinery. Thatcher shall hold and save Hartford harmless against any and all damages and costs resulting from injury to any of Thatcher's employees or others on account [fol. 17345] of or in connection with said machinery subsequent to the installation thereof.

Section 18. Operation of Machinery. Thatcher shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent and proper manner; shall maintain the same in good order, damage by fire excepted (which is covered by Section 17 hereof); shall not without consent of Hartford add to or subtract from such machinery as supplied by Hartford, excepting necessary or proper safety appliances, nor allow changes to be made therein except as provided in Section 13, nor interfere with the proper operation thereof, nor remove nor deface any plates, dates, numbers or inscriptions placed thereon by Hartford.

Thatcher will promptly notify Hartford of the need of any repairs or renewals to said leased machinery, and Thatcher will at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from Hartford. Hartford agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship.

Section 19. Inherent Defects. Hartford will remedy and make good without charge any inherent defects appearing in the construction of said original or additional machinery, or in the materials of which any of the same are made during one year from date of installation thereof.

Section 20. Acknowledging Validity of Patents. Thatcher hereby acknowledges the validity of any and all patents that may be issued upon the said applications referred to in Paragraph (c) of the Preamble hereof, and of the patents there enumerated, and of any and all other patents now or during the term of any license issued hereunder owned, controlled or licensed by Hartford covering or relating to any of said leased machinery or to the methods of processes performed by any of said machinery and waives all rights to justify any breach of this Agreement, or any license issued hereunder upon Thatcher's part, by denying the validity of such patents or any of them excepting as to any [fol. 17346] claim or claims of said patent or patents which may be final decree of a Court of competent jurisdiction

within the judicial circuit wherein such breach is committed, including Appellate Courts if appeal is taken, have been declared void, this exception being limited to the particular claim or claims thus declared void.

In case such final decree shall declare void all or substantially all of Hartford's patents embodied in and relating to such leased machinery, so that Thatcher is thereby evicted from all or substantially all of the benefits of the license of such leased machinery, then in that case, Thatcher may in its option revoke and terminate this Agreement and all licenses hereunder (but not merely a part thereof).

In such event Thatcher shall thereupon restore to Hartford all of the leased machinery and its appurtenances as provided in Section 24 hereof, and shall thereupon be relieved from paying further minimum royalties; *Provided,* however, that until such revocation and restoration Thatcher shall continue to be bound by all the covenants and provisions of this Agreement and the licenses issued hereunder.

Section 21. Protection From Infringement Claims.

(a) Hartford will, at its own expense save and hold Thatcher harmless against damages and costs recovered in any suit of claims brought against Thatcher for alleged infringement of patents, based on the use of said Paddle Needle Feeders, Milk Bottle Machines or Hartford Single Feeders of the types, respectively, described in Schedule "A" annexed hereto and licensed to Thatcher hereunder; *Provided,* that Hartford's liability set forth above in this Section shall in no way extend beyond or exceed the amount of the royalties which shall have been paid by Thatcher for or on account of the given machinery so adjudged to be in infringement, and paid during and for the period or periods respectively of infringement by said machinery, and before the judgment of recovery; and as to the Hartford Single Feeder such liability of Hartford shall be further limited to [fol. 17347] the royalties so paid during a period of not to exceed the twenty-four (24) months immediately preceding such judgment.

Hartford may at its option, and shall upon the written request of Thatcher, defend any such suits or claims unless or until Hartford shall elect to effect a settlement thereof.

Thatcher shall promptly inform Hartford of any such

suit or claim or any threat or probability thereof coming to the knowledge of Thatcher, and shall at Hartford's expense fully and freely aid the latter in defending the same; and shall further promptly inform the latter of any infringements of the latter's patents coming to the knowledge of Thatcher.

(b) Hartford shall have the right to intervene in and defend as a party thereto, any suit brought against Thatcher during the term of any such license which involves or in any way affects the validity of any patent embodied in any of said leased machinery, or in any improvement thereof furnished by Hartford, or which involved any claim that the making or use of such leased machinery or any part thereof constitutes an infringement of any patent.

(c) In case Hartford shall be delayed in the performance of, or rendered unable to perform, all or any part of this Agreement or of any license issued hereunder, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation or operation of any of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, Hartford shall not be liable to Thatcher for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section;

Provided, however, that if the right of Thatcher to use any of said leased machinery or any essential part thereof shall be suspended by reason of any order, decree or injunction issued by any court of competent jurisdiction, then, during the continuance of restraint by such order, decree or injunction, or until Hartford shall have substituted other machinery or parts as hereinafter set forth, which Hart- [fol. 17348] ford agrees to do as promptly as reasonably possible, the minimum royalty payable on account of such machinery as set forth in Section 16 hereof shall be waived.

(d) In the event of such an order, decree or injunction issued against any essential part or parts of any of said leased machinery, Hartford reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction, and at no cost or charge to Thatcher. The part or parts so substituted shall be such that the efficiency of the leased machinery in question

shall be substantially equal to that of the said machinery before such change, and shall immediately become subject to all of the provisions of this Agreement, and of the license issued hereunder.

(e) In the event that such order, decree or injunction shall become permanent against any essential part or parts of such leased machinery and no such substitution of machinery or parts shall have been made with reasonable promptness as above stated, then, in that event the license of such leased machinery shall cease and terminate in all its provisions, and if the said event occurs during the first Five (5) years after the installation of such machinery, Thatcher shall be entitled to receive back the license fee paid thereon, after deducting therefrom such proportion thereof as the time elapsed between such installation of the said leased machinery and its restoration in good condition to Hartford, shall bear to the said five years.

Hartford will at its own expense diligently prosecute all infringements of any of said patent rights tending to render nugatory the patent monopoly granted thereunder, but only when such prosecution is, in the discretion of Hartford, desirable in the interests of both Hartford and Thatcher.

Section 22. Right of Revocation. In case Thatcher shall violate or fail to observe as to any of said licenses issued hereunder any of the conditions set forth in Sections 2, 3, 5, 6, 7, 8, 11, 13, 14, 15, 16, 17, 18 and 25 of this Agreement, (it being understood that Sections 5, 7 and 8 do not apply to "original machinery") or shall cause or wilfully permit [fol. 17349] the same to be violated, and such ground or cause for revocation shall continue for a total of thirty (30) days in the aggregate in any twelve (12) calendar months after written notice of such ground or cause has been given by Hartford to Thatcher, Hartford shall have the right at its option to revoke and terminate absolutely any of said licenses in connection with which any of said conditions are violated or not observed as above stated, upon giving written notice to Thatcher of such revocation at least thirty (30) days before the time when such revocation is to take effect.

Except as provided in Sections 17, 20, 21 and 23, no termination or revocation whatsoever of any license issued hereunder, nor the use of the remedy of injunction, accounting or repossession shall, however, affect or in any

way discharge the liability of Thatcher hereunder to pay to Hartford the minimum royalty provided by Section 16 hereof, for and during the entire term of such license, nor shall any royalties paid by Thatcher be returned, except as provided in Sections 21 and 28.

Section 23. Commutation of Minimum Royalties. It is further agreed that in the event of such revocation set forth in Section 22, Thatcher, in lieu of said obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to Hartford within sixty (60) days after said revocation a lump sum equal to Fifty (50) per cent of the total minimum royalties which would under such revoked license be payable during the remainder of the term; and, *Provided,* further, that Thatcher may at any time during said term revoke and terminate at its option any license issued hereunder by giving written notice to Hartford sixty (60) days beforehand of its intention so to revoke, and by paying to Hartford within said sixty days a lump sum in discharge calculated as above set forth in this Section, and thereupon Thatcher shall be wholly relieved from any obligations thereafter accruing under such revoked license.

Section 24. Repossession of Machinery. Upon the termination of any license issued hereunder through limitation of time or through revocation as herein provided, Thatcher [fol. 17350] shall restore to Hartford the leased machinery and all appurtenances thereof as covered by such license and by this Agreement, in good condition, reasonable wear and use excepted, by delivering the same, properly crated and packed f. o. b. cars at any convenient freight station near the plant where such leased machinery is. If Thatcher shall fail so to deliver the said leased machinery, Hartford is hereby authorized to enter upon any premises where the said leased machinery may be, and to take possession thereof and remove it.

Section 25. Inspection. Duly authorized agents or employees of Hartford shall at all reasonable times be allowed access to any leased machinery, for the purpose of inspecting the same and its operation and use, and Thatcher shall afford all reasonable facilities therefor.

Section 26. Bureau of Statistics. If Hartford shall undertake to establish and conduct a bureau for the collection, preservation and use of data relating to the operations and objects of its licensees, and the general conditions of the glass industry, then in that case the expense of maintaining such a bureau shall be defrayed by proportionate assessments to be made by Hartford monthly upon its licensees who are licensed to use Hartford's feeders, whether with or without Hartford's forming machines. The proportion to be assessed upon Thatcher shall be the same as the proportion which the number of licenses for feeders held by Thatcher at the time of making such assessments shall bear to the total number of licenses for feeders then held by all the licensees of Hartford in the United States. Thatcher hereby agrees to pay the amount so assessed upon it for each month within Thirty (30) days from receiving statements therefor from Hartford;

Provided; that the total amount thus payable by Thatcher under this Section shall not exceed Two thousand (2,000) Dollars in any one calendar year.

Section 27. Licensing of Certain Machines. Thatcher agrees and consents without any reservation whatsoever that Hartford has and shall continue to have the full, un-[fol. 17351] restricted and entire legal, equitable and moral right to license to any parties, persons or corporations whatsoever, for the production of milk and/or cream bottles, any or all forms of glass feeding and/or glass forming machinery other than either the Paddle Needle Feeder or the Two-Table Milk Bottle Forming Machine as described respectively in Schedule "A" annexed hereto; and Thatcher hereby gives such consent and concurrence in the exercise of such right by Hartford, without any objection or reservation whatsoever, as a complete legal, equitable and moral settlement of all questions relating to any exclusive right in Thatcher as to all such machinery.

Section 28. Additional Production Refund. Whenever Thatcher in any one calendar year shall have produced with glass feeding machines licensed to Thatcher by Hartford a total of Five hundred thousand (500,000) gross of milk bottles, Hartford will, during the term of this Agreement, pay to Thatcher a refund upon the royalties paid by Thatcher upon additional milk bottles thereafter produced

during such year by Thatcher. Such refund shall be equivalent to Seven (7) cents per gross upon such subsequent additional production, but shall not be paid upon more than a total additional production of Five hundred thousand (500,000) gross. Such refund shall be paid monthly, within Ten (10) days after Hartford shall have received from Thatcher the monthly royalty payable upon such additional production; *Provided,* that no milk bottles of a size smaller than one-half (½) pint shall be included or counted in such first total of Five hundred thousand (500,000) gross, or in any production additional thereto; and

Provided, further, that no milk bottles shall so be included or counted in such first total or in any production additional thereto, which shall have been produced by Thatcher upon or with any feeding or forming machinery which shall have been, either at the date of this Agreement or thereafter, licensed by Hartford for the production of milk bottles to any party other than Thatcher; and

Provided, further, that for the purposes of this Section [fol. 17352] 28 the milk bottle production (as above described and limited) by Thatcher during all the year 1928 shall be included and counted in, in calculating any such refund under this Section for the calendar year 1928.

Section 29. Future Developments. Thatcher shall during the continuance of this Agreement have the non-exclusive right to take and license from Hartford, for the making and/or handling of milk and cream bottles, such feeding and/or forming machines, and such conveyors, take-outs, stackers and other apparatus for handling milk and cream bottles as may hereafter be developed and controlled and placed in commercial use by Hartford.

Such handling apparatus will necessarily be designed, developed and adapted especially for use with the lehrs controlled by Hartford. It is therefore *Provided,* that in case any such conveyors, take-outs, stackers or other apparatus for handling milk and cream bottles, licensed hereunder, shall at any time be used in conjunction or cooperation with lehrs other than lehrs controlled or under license from Hartford and such use shall continue after Thatcher shall have received from Hartford written notice of objection to such use, then in such case Hartford reserves the right in its option to revoke and cancel the license covering the machinery so used.

The terms and provisions of such further licenses of future developments, shall be as favorable to Thatcher as those accorded at the given time in regular standard licensing to others under substantially similar circumstances and conditions for the production of milk and/or cream bottles, and shall conform substantially to the terms and provisions of the then most recent standard form of license and lease used in connection with such machinery by Hartford at the given time.

But this Section shall not, of itself operate as an actual license, or, without further action by Hartford and Thatcher, cause such future developments to become ipso facto leased machinery, or machinery or machines licensed hereunder, in the sense in which such phrases are used in this Agreement.

[fol. 17353] *Section 30. Option on Exclusive Licenses.* Hartford further agrees that in case it shall at any time hereafter propose to offer to any parties any new exclusive right or license not now outstanding or contracted for upon its feeding or forming machines for the production of milk and/or cream bottles, it will give to Thatcher the first opportunity to acquire such exclusive right or rights for milk and/or cream bottles upon as favorable terms as Hartford may be willing to dispose of such right or rights to other parties. *Provided,* that unless Thatcher shall accept such offer within Ninety (90) days after the same shall have been presented to it by Hartford, Thatcher's option privilege as above set forth in this Section shall terminate at the end of said ninety days.

Section 31. Waiving The Conditions—Term of This Agreement. None of the provisions of this Agreement or of any license issued hereunder shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of Hartford, duly authorized thereto.

[fols. 17354-17360] This Agreement shall cease and terminate immediately upon the termination of all the licenses issued hereunder to Thatcher.

In Witness Whereof, each of the parties hereto has caused this Agreement to be executed in duplicate in its name and behalf and its corporate seal to be hereto affixed, on the Thirteenth day of April, 1928, but to take effect as of

January 1st, 1928; the Hartford-Fairmont Company by F. Goodwin Smith its President; the Hartford-Empire Company by F. Goodwin Smith its President, and the Thatcher Manufacturing Company by R. W. Niver its President, all thereunto duly authorized.

Hartford-Fairmont Company by F. Goodwin Smith, President. (N. P. Seal.)

In Presence of Ada J. Cornwall, Herbert Knox Smith.

Hartford-Empire Company by F. Goodwin Smith, President.

In Presence of Herbert Knox Smith, Ada J. Cornwall.

Thatcher Manufacturing Company by R. W. Niver. (Seal.)

H. C. Mandeville, F. L. Collins.

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[fol. 17361] GOVERNMENT EXHIBIT No. 242

An Agreement made December 5th, 1932, between Thatcher Manufacturing Company, a New York corporation, with its principal office at Elmira, N. Y., hereinafter called "Thatcher," Knox Glass Bottle Company, a Pennsylvania corporation, with its principal office at Knox, Pennsylvania, hereinafter called "Knox," and Roy R. Underwood, of Knox, Pennsylvania, hereinafter called "Underwood".

Witnesseth: That in consideration of One Dollar ($1.00) by each of the parties paid to each of the other parties hereto, receipt whereof is hereby acknowledged by each of the parties hereto from each of the other parties, and of the mutual covenants and agreements herein contained, agree as follows:

1. Knox agrees to, and hereby does assign, convey and transfer to Thatcher so much of its license from the Hartford Empire Company of Hartford, Conn., as relates to and covers the manufacture and sale of milk bottles, and agrees to execute and deliver such other or further papers as may be necessary to transfer to Thatcher all its rights for the manufacture and sale of milk bottles under said license; also five (5) Ed Miller machines for the manufacture of milk bottles, and one (1) William Miller machine; also all the name plates and moulds for the manufacture of milk bottles; also all templates, jigs and tools applicable

to the manufacture of milk bottle moulds, together with any castings now on hand for the making of milk bottle moulds; also all its good will, business and records, only, however, connected with the manufacture and sale of milk bottles.

Knox also agrees with Thatcher that it will continue to sell and distribute milk bottles under its own name as it has done in the past until, and not later than March 31st, 1933; and that it will use its best efforts to transfer to Thatcher all its milk bottle business and milk bottle customers, and will allow and assist Thatcher in continuing its agents and salesmen in the sale of milk bottles, not only until March 31st, 1933, but thereafter, to such extent as Thatcher may desire; in continuing its milk bottle business, as herein [fol. 17362] provided, until March 31st, 1933, and thereafter, Knox agrees to sell its milk bottles at prices not less than heretofore established by Knox, and Thatcher shall have the right at its option to reject any or all orders that are not satisfactory, either as to price or credit; the milk bottle machines above mentioned may be stored by Thatcher at the plant of the Pennsylvania Bottle Company, (a subsidiary of Knox) at Sheffield, Pa., without charge for a period of two (2) years, and the moulds and name plates above mentioned may be stored by Thatcher at the plant of the Whiteman Bottle and Glass Manufacturing Company (an affiliate of Knox) in the bins in which they are presently stored and in order so that they may be shipped to Thatcher as requested by Thatcher, also without charge for a period of two (2) years. If the Whiteman Manufacturing Company should decide that it needed the space occupied by the moulds and name plates, then Knox will transfer the same to its plant at Sheffield in proper bins and in order, and such storage at Sheffield shall also be free for any time that may remain of the two year period.

3. The Knox Company, upon request of Thatcher agrees to execute and deliver any additional papers, bills of sale or other transfers that Thatcher may request in order to carry out and complete the transfers above described and the full intent and purpose of this agreement. Knox also agrees that it will not, directly or indirectly, and/or through any subsidiary or affiliate company, in any wise or by any process, engage in the manufacture or sale of milk bottles for a period of ten (10) years from this date, east of the

Rocky Mountains, and it will execute any other or further paper or papers that may be requested by Thatcher to carry out the purpose and intent of this agreement.

4. Underwood agrees that he will in all respects to the best of his ability cooperate in the bringing about of the transfer to Thatcher of the milk bottle business and good will of the Knox Company, of which he is General Manager and the largest stockholder, it being understood that the purchase of the above equipment, and the consideration to be paid by Thatcher, is largely occasioned by its hope of acquiring as its own customers the milk bottle customers of Knox, and Underwood further agrees that he will not for a period of ten (10) years from this date, directly or in- [fol. 17363] directly, engage in the manufacture and/or sale of milk bottles east of the Rocky Mountains, except that Underwood may engage in the Manufacture or sale of milk bottles with such company or companies as are now engaged in such manufacture and/or sale.

5. Thatcher agrees to pay Knox Seventy-five thousand Dollars ($75,000) in cash upon the execution and delivery of this instrument, and to manufacture milk bottles for Knox at the now prevailing prices, less 6½ per cent discount to cover the actual expenses of Knox in obtaining the orders and the bookkeeping and clerical hire in connection therewith. Knox agrees to send Thatcher all the orders it received and can reasonably obtain until March 31st, 1933, except that Knox is permitted to fill sufficient orders to use up the present stock of ware on hand, which approximates about $40,000; and Thatcher agrees to make the bottles and ship the same to the purchasers and bill Knox at the full sales price of such orders, less the said 6½ per cent discount, and less the carload rate of freight within free delivered territory, unless otherwise arranged between Knox and Thatcher. Thatcher agrees that Knox shall credit Thatcher with the net billing for all bottles sold and delivered by Thatcher, until Knox shall have so credited a total of One hundred seventy-five thousand Dollars ($175.-000), and if for any reason Thatcher shall fail to manufacture and deliver all orders received by it from Knox, it shall then pay Knox in cash the difference between the total billings to that date and the sum of One hundred seventy-five thousand Dollars ($175,000). Knox agrees

that when its total credit shall have equaled one hundred seventy-five thousand Dollars ($175,000) then thereafter until March 31st, 1933, it will collect the accounts for all shipments made by Thatcher as its agent and remit in cash the proceeds to Thatcher on the 1st and 15th days of each month, or Thatcher may at its option, by written notice to Knox elect to bill all said accounts direct for its own account; also Thatcher agrees to cooperate with Knox in every reasonable way to the best of its ability in bringing about the transfer to Thatcher from Knox of the latter's milk bottle business, good will and customers, and all parties to this agreement agree with Thatcher, and with each other, to in every way reasonable and proper, bring about the transfer of the milk bottle business and good will of Knox to Thatcher.

[fols. 17364-17367] 6. As a further consideration for the above, Thatcher agrees to issue, or cause to be issued and delivered, to Knox fifteen thousand (15,000) shares of its common stock, and to cause the same, as soon as may be reasonably done, to be authorized for trading on the New York Stock Exchange, and that said shares shall be delivered in certificates not greater than five hundred (500) shares each and whatever denomination may be required by the New York Stock Exchange under its rules.

7. Knox and Thatcher agree to call meetings of their respective directors at once upon the execution of this agreement and to cause the said agreement to be approved by each of its Board of Directors; and this agreement shall bind the successors and assigns of Knox and Thatcher, and the heirs, executors and assigns of Underwood.

In Witness Whereof, Thatcher and Knox have caused their corporate seals to be hereunto affixed, and this instrument to be signed by its President and attested by its Secretary as to Thatcher, and by its Secretary as to Knox, and Underwood has hereto set his hand and seal all the day and year first above written.

Knox Glass Bottle Company, by W. I. McDowell, President. R. R. Underwood. (L. S.)

Attest: R. R. Underwood, Secretary.

Thatcher Manufacturing Company, by R. W. Niver, President.

Attest: Casper G. Decker, Secretary.

[fol. 17368] GOVERNMENT EXHIBIT No. 243

This Agreement made and entered into this sixth (6th) day of December, 1932, among Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), the Knox Glass Bottle Company, a corporation of Pennsylvania having its principal place of business at Knox, Pennsylvania, (hereinafter called "Knox"), Pennsylvania Bottle Company, a corporation of Pennsylvania having its principal place of business at Sheffield, Pennsylvania, Marienville Glass Company, a corporation of Pennsylvania having its principal place of business at Marienville, Pennsylvania, Wightman Bottle and Glass Manufacturing Company, a corporation of Pennsylvania having its principal place of business at Parkers Landing, Pennsylvania, and Oil City Glass Bottle Company, a corporation of Pennsylvania having its principal place of business at Oil City, Pennsylvania, (said four last companies being hereinafter called "said affiliates".)

Whereas by a "General Agreement—Hartford-Empire Company and Knox Glass Bottle Company and Others, dated August 25, 1932" (hereinafter called "said General Agreement") Hartford granted to Knox the right to use certain glass feeding machines for manufacturing milk [fol. 17369] and cream bottles and the right to sub-license said affiliates for such use, the total number of said milk and cream bottles produced by Knox and/or said affiliates in any one calendar year being limited to Seventy-five Thousand (75,000) gross,

Whereas Knox proposes to transfer to Thatcher Manufacturing Company, a corporation of New York having its principal place of business at Elmira, New York, (hereinafter called "Thatcher") its entire milk and cream bottle business, and desires Hartford's consent to such transfer and a modification of said General Agreement to reflect such change, and

Whereas Hartford, Knox and said affiliates also desire to modify said General Agreement and also a Bill of Sale from Knox and said affiliates to Hartford executed the same day as said General Agreement, to correct the description of certain machinery in the Schedules of said General Agreement and said Bill of Sale,

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth and also contained in said General Agreement, the parties agree as follows:

Section 1—Consent to Transfer. Hartford hereby consents to the transfer and assignment by Knox to Thatcher [fol. 17370] of all rights to use glass feeding machines for the manufacture of milk and cream bottles granted by Hartford to Knox under said General Agreement or arising out of said General Agreement in favor of Knox.

Section 2—Revocation of Milk Rights. Hartford, Knox and said affiliates hereby agree that the following portions of said General Agreement are hereby deleted and stricken out—

(a) The proviso in Section 1, paragraph (c), reading—"*Provided,* however, that the license to said affiliates shall not include any right to make milk and cream bottles".

(b) Item 3 in Schedule B reading—"Milk and Cream Bottles provided, however, that the total number produced by Knox and/or said affiliates on said leased machinery shall not exceed Seventy-five Thousand (75,000) gross in any one calendar year".

(c) The last paragraph of Schedule C reading—"The royalty rates on milk and cream bottles shall be Twenty cents (20¢) per gross for one quart size, and Fifteen cents (15¢) per gross for one pint size, and Twelve cents (12¢) per gross for One-half (½) pint size, and Ten cents (10¢) per gross for One-quarter (¼) pint size, and for other sizes a royalty proportioned by weight of product to the [fol. 17371] royalty for the nearest size".

It is the intent of the parties hereto in deleting and striking out the above portions to divest Knox and said affiliates as of the date of this Agreement of any rights to use glass feeding machines for the manufacture of milk and cream bottles, which rights they may hold from Hartford under said General Agreement, and to revoke any licenses arising under said General Agreement and relating to such use.

Section 3—Change in Description of Leased Machinery. At the time of the execution of said General Agreement the glass feeding machines licensed and leased thereunder were believed to be located and of the types listed in Schedule A of said General Agreement. Said machines were similarly

described in Schedule A of the Bill of Sale referred to above.

Further examination disclosed that O'Neill Feeder No. 8 was located at the Wightman Bottle and Glass Manufacturing Company at Parkers Landing, and not at the Marienville Glass Company at Marienville, Pennsylvania. What were supposed to be Miller Feeders Nos. 30 and 31 at the Pennsylvania Bottle Company at Sheffield, Pennsylvania, were discovered to be O'Neill type feeders, and have been numbered as O'Neill Feeders Nos. 9 and 10.

[fols. 17372-17373] Hartford, Knox and said affiliates hereby agree that the respective Schedules A of said General Agreement and said Bill of Sale are hereby amended as of August 25, 1932, to show such corrections in machine numbers and types.

In Witness Whereof the parties hereto have hereunto set their hands and seals, acting hereunto by their respective officers duly authorized.

Hartford-Empire Company By A. T. Safford, Jr., Secretary.

In Presence of: Gladys E. Paulsen, Ruth Broeme.

Knox Glass Bottle Company By E. E. Shiker, V. Pres.

In Presence of: L. D. Richardson.

Pennsylvania Bottle Company By R. R. Underwood, President.

In Presence of: L. S. Carroll.

Marienville Glass Company By R. R. Underwood, President.

In Presence of R. A. Dinan.

Wightman Bottle and Glass Manufacturing Company By R. R. Underwood, President.

In Presence of: E. C. Griffith.

Oil City Glass Bottle Company, by R. R. Underwood, President.

In Presence of: A. L. Sieck.

[fol. 17374] GOVERNMENT EXHIBIT No. 248

General Agreement between Thatcher Manufacturing Company and Hartford-Empire Company

Agreement made this first day of January, 1936 between Hartford-Empire Company, a corporation of Delaware,

having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford", and Thatcher Manufacturing Company, a corporation of New York, having its principal place of business at Elmira, New York, hereinafter called "Thatcher".

Witnesseth

Whereas Hartford owns or controls certain letters patent of the United States some of which are set forth in Schedule "E" annexed hereto and certain applications now pending for letters patent of the United States relating to the manufacture of glassware,

Whereas Thatcher is engaged in manufacturing glassware having plants at present for that purpose at Elmira, Lockport, Long Island City, New York, and Streator, Illnois and desires to use in said business in said plants machinery more specifically described hereafter and employing inventions shown in some or all of the said letters patent and patent applications,

[fol. 17375] Whereas Hartford and its predecessor, Hartford Fairmount Company, and Thatcher entered into a certain Consolidated Agreement dated April 13, 1928 which agreement and the licenses of the machinery therein specified expire January 1, 1936,

Whereas on April 16, 1934 Thatcher having purchased the Peerless Glass Company, a corporation with a place of business at Long Island City, New York, entered into with Hartford a certain "Supplemental Agreement as to Miller Feeders,"

Whereas the parties desire to incorporate in this agreement provisions regarding the use of the Miller Feeders referred to above and to provide for the continued licensing and leasing of the machinery heretofore covered by said Consolidated Agreement,

Now Therefore in consideration of these premises and the covenants and royalties hereinafter set forth, the parties agree as follows:

Section 1. *Existing Machinery.* Hartford hereby licenses and leases to Thatcher the following specified machinery, of types described in Schedule A annexed hereto and the same shall be licensed, leased, owned, held, used, operated, cared for and returned subject to all the provisions of this agreement except that Section 4, *Preparation for Installa-*

tion and Section 5, *Delivery and Installation* shall neither of them apply to said machinery, the same having been [fol. 17376] already installed and the license fees thereon paid:

Hartford Single Feeders Numbers	Hartford Milk Bottle Machines Numbers	Miller Feeders Numbers
87	1	66
101	3	67
115	4	68
116	5	69
120	7	70
121	8	71
125	9	72
129	10	73
193	11	74
194	12	
198	14	
199	15	
200	16	
212	17	
240	18	
	19	
	20	
	21	

Each one of the foregoing Hartford Single Feeders, Miller Feeders and Hartford Milk Bottle Machines and each Hartford Single Feeder and Hartford Milk Bottle Machine obtained under the terms of Section 2 hereof as additional machinery together with all devices and mechanisms used in connection therewith and furnished by Hartford under this agreement shall be hereafter referred to as a "leased machine".

Section 2. *Additional Machinery.* Thatcher shall also during the term hereof have the exclusive right (subject to conditions as to such exclusive right set forth in Section 9 hereof) to obtain from Hartford and to hold under license [fol. 17377] and lease such additional numbers as Thatcher may from time to time desire of the Hartford Milk Bottle Machine and the non-exclusive right so to obtain and hold such additional numbers as Thatcher may from time to time desire of the Hartford Single Feeder, all of the said

machines and feeders being respectively of the types described in Schedule A annexed hereto. The license fee payable for any such feeder shall not be in excess of the lowest amount charged by Hartford to others under similar circumstances and shall be payable according to Hartford's then existing standard terms. For the milk bottle machine, the license fee shall be cost plus Fifteen per cent (15%). Upon the acquisition by Thatcher of any additional feeder or machine under the terms hereof there shall be added to Schedule A of this Agreement a brief description or identification of such feeder or machine together with the license fee payable therefore by an amendment signed by duly authorized officers of Hartford and Thatcher and such feeder or machine shall thereupon be subject to all the covenants and conditions hereunder specified in Sections 12 and 13 and also those applicable to a "leased machine".

Section 3. *Extent of Licenses.* The licensing and leasing of the leased machines shall be limited and shall confer only the right to use said machines in Continental United States and in the manner and for the purposes set forth herein.

Section 4. *Preparation for Installation.* Thatcher agrees, upon receiving drawings and lists showing location and [fol. 17378] dimensions of any of such additional machinery hereafter to be obtained from Hartford in accordance with Section 2 hereof, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, shafting, tools, motor, power and such other adjuncts and equipment as are required, to perfect the installation of said machinery.

Section 5. *Delivery and Installation.* Hartford, as soon as reasonably possible after the provisions of Section 4 have been complied with, shall deliver said machinery f. o. b. rail shipment at place of manufacture, and shall aid in installing said machinery as provided in Schedule B annexed hereto.

Section 6. *Term.* This Agreement unless sooner revoked or terminated as provided elsewhere herein shall remain in force for an initial period of eight (8) years from the date hereof. Thatcher shall have the privilege, if claimed in writing before the expiration of the said initial period, of one renewal for a supplemental period of eight (8) years

upon all the conditions hereof but without further additional license fee for such renewal.

Section 7. *Hartford Retains Title.* It is understood and agreed that Hartford retains and shall continue to retain complete title to each leased machine subject only to the possession and use thereof by Thatcher during the term hereof.

[fol. 17379] Section 8. *Place and Nature of Use.* Said leased machines shall be used only for manufacturing the glassware defined as permitted ware in Schedule C annexed hereto and only at plants owned or controlled by Thatcher or at the plant of J. T. & A. Hamilton Company at Pittsburgh, Pennsylvania. Neither the said leased machines nor any part thereof nor this agreement shall be transferred, assigned or sub-let by Thatcher except to a purchaser of the entire business of Thatcher. If they are otherwise transferred, assigned or sub-let or if Thatcher goes out of the business of producing glassware with said leased machines, is adjudicated bankrupt or if a receiver is appointed over Thatcher or if Thatcher makes any general transfer or assignment for the benefit of creditors, then and in any such case this Agreement may at the option of Hartford be terminated.

In the event that at any time any leased machine is installed in any plant which is not the property of Thatcher, Thatcher shall retain the right in Hartford's behalf immediately to remove and retake possession of any such machine and the use of such machine shall at all times comply with all the provisions of this agreement. Thatcher is to remain at all times responsible for the proper use of said leased machines and the payment of royalties thereon and the fulfillment of all provisions of this agreement as fully and completely as if the leased machines were installed in a plant belonging to Thatcher.

[fol. 17380] Section 9. *Exclusive Rights.* Hartford agrees that subject to the conditions specified below it will not issue licenses for the use of the Hartford Milk Bottle Machine as described in Schedule A hereto annexed for making milk or cream bottles within Continental United States to any person, firm or corporation but Thatcher Manufacturing Company, provided that such exclusive agreement shall not at any time be in force or bind Hartford unless Thatcher during the calendar year prior to such time shall have pro-

duced with the aid of the milk bottle machines licensed hereunder at least seven hundred fifty thousand (750,000) gross of milk bottles and/or cream bottles, and provided, further, that if for any calendar year during the term hereof, Thatcher fails to pay to Hartford a sum in total royalties at least equivalent to royalties calculated at rates set forth in Section 12 hereof upon Fifty per cent (50%) of the total output of milk and cream bottles produced by Thatcher for such year, whether produced with forming machines licensed by Hartford, or otherwise, then Hartford may issue for such term or terms as it may desire, a license or licenses for machines to Licensees other than Thatcher, which machines will produce under normal circumstances a sufficient output of milk or cream bottles as to make up such deficiency in royalties, and provided further, that if such a deficiency exists, however small, a license for at least one such machine may so be issued to an outside licensee, and such machine and any other of such machines so licensed [fol. 17381] to outside parties, may thereafter be used to full capacity. Whenever by virtue of this Section or any other Section hereof Hartford shall have the right to issue a license or licenses to licensees other than Thatcher, such licenses may, if Hartford desires, be issued to a corporation or corporation subsidiary to or controlled by Hartford. But, except through the issuance of such licenses, Hartford shall not engage in the manufacture of milk bottles within Continental United States with the Hartford Milk Bottle Machine of the type described in Schedule A during the term hereof.

Section 10. *Changes, Additions and Improvements.* No changes, additions, or subtractions, other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machines except by consent of both Hartford and Thatcher, or except as provided in Section 18 hereof in the event of injunction, and except as provided in this Section for improvements; and all changes and additions, when made, shall become the property of Hartford. Complete title to all patent rights at any time possessed during the term hereof covering such changes and additions shall be transferred to Hartford.

Thatcher shall during the term hereof be given the benefit for the purposes set forth herein of any and all improve-

ments for use in and upon said leased machines if and when [fol. 17382] said improvements shall with the express consent of Hartford, have been used commercially in the United States upon the same type of machines as said leased machines in the making of glassware by other licensees of Hartford. In such event Hartford will upon written request of Thatcher furnish to Thatcher with reasonable promptness, such parts as may be needed to apply the said improvements to the leased machines at prices similar to those charged by Hartford for such parts to other similar licensees. Such improvements shall be used by Thatcher only in or upon said leased machines, and only during the term hereof. All parts displaced from the leased machines by the said improvements shall be returned to Hartford.

The word "improvements" when used herein shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of said leased machines and to perform only one or more of the original functions of such machinery and not otherwise.

Section 11. *Accounting.* Thatcher shall keep proper books of account during its entire operation hereunder showing the length of time that each leased machine is operated each day, and the number, kinds and sizes of glassware produced each day by each such machine, together with all other facts necessary or advantageous for carrying out the purposes of this Agreement, all in such form [fol. 17383] within reasonable limits as shall be specified by Hartford.

Such books shall at all reasonable times be open to the inspection of Hartford or its duly authorized agents.

Thatcher shall on or before the tenth day of each month furnish to Hartford upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by Hartford, for the preceding calendar month.

Section 12. *Royalties.* Thatcher shall pay to Hartford during the term hereof royalties on all merchantable glassware produced by or with the aid of the Hartford Single and Miller feeders licensed and leased hereunder at the rates per gross, for the respective items of ware, provided in Schedule "D" annexed hereto. If Thatcher shall have

paid Hartford on a particular article of ware produced hereunder by a Hartford Single Feeder or Miller Feeder licensed and leased hereunder, the royalty set forth in Schedule "D" hereto annexed, Thatcher shall be relieved from the payment of any further production royalty as to such article arising from the use of a Hartford Milk Bottle Machine licensed and leased hereunder subject to the provisions of Section 13 hereunder for Minimum Royalties.

All of said royalties shall be paid monthly at Hartford's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware [fol. 17384] manufactured by Thatcher hereunder during the preceding calendar month.

Section 13. *Minimum Royalties.* Thatcher shall pay in royalties minimum royalties per year as follows:

(a) Upon each Milk Bottle Machine, Five hundred (500) Dollars.

(b) Upon each Hartford Single Feeder, Fifteen hundred (1500) Dollars.

(c) Upon each Miller Feeder, Fifteen hundred (1500) Dollars.

Such minimum royalties shall commence to accrue upon the existing machinery referred to in Section 1 on January 1st, 1936 and upon any additional machine Ninety (90) days after such additional machine is ready to ship to Thatcher. Such minimum royalties shall be payable in New York funds on or before the Fifteenth day of January for the year last preceding, during the entire term hereof, subject to the provisions of Section 18 hereof and of the Proviso in this Section below. The minimum royalty upon any additional machinery for the first calendar year of its installation shall be reduced in proportion to the number of months which shall have elapsed in that year prior to the date when the minimum royalty thereon shall have commenced to accrue.

Provided, however, that for any calendar year all of said minimum royalties may be spread over all machines licensed and leased, so that in such case the total minimum royalty to be paid to Hartford under this Section for such [fol. 17385] year shall be a total sum arrived at as follows:

The number of machines of each of the three types specified above shall be multiplied in each case by the

minimum royalty specified above for such type, and the three results added together to form such total sum, after allowing in such calculation for the proportionate reduction in minimum royalty (as specified above in this Section) for any of such machines which shall not have been installed during the whole of such calendar year.

Section 14. *Insurance and Taxes.* Thatcher shall also at its own expense maintain insurance upon each leased machine to its full insurable value, and in case of loss or damage thereof by fire, shall restore said machinery to its original condition and efficiency; Provided, that during the time, not exceeding six (6) months after such fire, that may be necessary for such restoration, the minimum royalty set forth in Section 13 hereof shall be waived as to such damaged machinery.

Thatcher shall also pay all taxes assessed against said leased machinery, but this shall not include any taxes assessed against the income of Hartford derived from said machinery. Thatcher shall hold and save Hartford harmless against any and all damages and costs resulting from injury to any of Thatcher's employees or others on account or or in connection with said machinery subsequent to the installation thereof.

[fol. 17386] Section 15. *Operation of Machinery.* Thatcher shall keep, use and operate the leased machines and all parts thereof in a careful, safe, prudent and proper manner; shall maintain the same in good order, damage by fire excepted (which is covered by Section 14 hereof); shall not interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by Hartford.

Thatcher will promptly notify Hartford of the need of any repairs or renewals of the leased machines and Thatcher shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from Hartford. Hartford agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship.

If Hartford declines or neglects so to furnish such parts Thatcher may procure them elsewhere. Title to all repair and renewal parts furnished by Hartford shall be re-

tained by Hartford and title to repair and renewal parts procured by Thatcher from others shall pass, when installed, to Hartford.

Section 16. *Inherent Defects.* Hartford will remedy and make good without charge any inherent defects appearing in the construction of additional machines, or in the materials of which any of the same are made during one year from date of installation thereof.

[fol. 17387] Section 17. *Acknowledging Validity of Patents.* Thatcher agrees that so long as this agreement remains in force it will not dispute the validity of the Letters Patent under which it is hereby licensed some of which patents are set forth in Schedule "E" annexed hereto so far as these patents apply to the methods and machines which are hereby licensed to Thatcher.

(b) In case a final decree shall declare to be void all or substantially all of Hartford's patents relating to said leased machines so that Thatcher is thereby evicted from all or substantially all of the benefits of this agreement, then and in that case Thatcher may at its option revoke and terminate this agreement, in which event Thatcher will thereupon restore to Hartford all of said leased machines and their appurtenances as provided in Section 21 hereof and shall thereupon be relieved from paying further minimum royalties, Provided, however, that until such revocation and restoration Thatcher shall continue to be bound by all the covenants and provisions of this agreement.

Section 18. *Protection from Infringement Claims.* (a) Hartford will, at its own expense save and hold Thatcher harmless against against damages and costs recovered in any suits brought against Thatcher for alleged infringement of patents, based on the use of said leased machines but in the case of the Hartford Single and Miller Feeders only to the extent of the royalties which shall have been paid by Thatcher for the use of the given machines so adjudged to be in infringement, and paid during and for the [fol. 17388] period or periods respectively of infringement by said machines and before the judgment of recovery said period not to exceed, however, the twenty-four (24) months immediately preceding such judgment.

Hartford shall upon the written request of Thatcher, defend any such suits unless or until Hartford shall elect to effect a settlement thereof.

Thatcher shall promptly inform Hartford of any such suit or any threat or probability thereof coming to the knowledge of Thatcher, and shall at Hartford's expense fully and freely aid the latter in defending the same; and shall further promptly inform the latter of any infringement of the latter's patents coming to the knowledge of Thatcher.

(b) Hartford shall have the right to intervene in and defend as a party thereto, any suit brought against Thatcher during the term hereof which involves any contention that the making, selling or use of such leased machinery or any improvement or part thereof constitutes an infringement of any patent.

(c) In case Hartford shall be delayed in the performance of, or rendered unable to perform, all or any part of its obligations under this Agreement, by reason of strikes, unavoidable accident, acts of God, the non-arrival of machines or materials, or if the installation or operation of any of the leased machines shall be delayed or stopped by the process or order of any court of competent jurisdiction, Hartford shall not be liable to Thatcher for any loss, delay [fol. 17389] or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section, Provided, however, that if the right of Thatcher to use any of said leased machines or any part thereof shall be suspended by reason of any order, decree or injunction issued by any court of competent jurisdiction, then, during the continuance of restraint by such order, decree, or injunction, or until Hartford shall have substituted other machinery or parts as hereinafter set forth, which Hartford agrees to do as promptly as reasonably possible, the minimum royalty payable on account of such machinery as set forth in Section 13 hereof shall be waived.

(d) In the event of such an order, decree or injunction issued against any part or parts of any of said leased machines, Hartford reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction, and at no cost or charge to Thatcher. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts

so involved in said order, decree, or injunction and shall immediately become subject to all the provisions of this Agreement.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machines and no such substitution of machinery or parts shall have been made with reasonable promptness as above stated, then, in that event, this Agreement shall cease [fol. 17390] and terminate in all its provisions, and if the said event occurs during the first Five (5) years after the installation of such machinery, Thatcher shall be entitled to receive back the license fee paid thereon, after deducting therefrom such proportion thereof as the time elapsed between such installation of the said leased machine and its restoration in good condition to Hartford, shall bear to the said five years.

Hartford will at its own expense diligently prosecute all infringements of any of said patent rights tending to render nugatory the patent monopoly granted thereunder, but only when such prosecution is, in the discretion of Hartford, desirable in the interests of both Hartford and Thatcher.

Section 19. *Right of Revocation.* In case Thatcher shall violate or fail to observe any of the conditions set forth in Sections 1, 2, 3, 8, 10, 11, 12, 13, 14, 15 and 22 of this Agreement, or shall cause the same to be violated, Hartford shall have the right at its option to revoke and terminate absolutely this Agreement or the right to use any particular leased machine licensed and leased hereunder upon giving written notice to Thatcher of such revocation at least thirty (30) days before the time when such revocation is to take effect.

Except as provided in Section 17, 18 and 20, no termination or revocation whatsoever of this Agreement under section hereof, nor the use of the remedy of injunction, [fol. 17391] accounting or repossession shall, however, affect or in any way discharge the liability of Thatcher hereunder to pay and to continue to pay to Hartford the minimum royalty provided by Section 13 hereof, for and during the entire term hereof including its supplemental eight year period if entered upon, nor shall any royalties paid by Thatcher be returned.

Section 20. *Commutation of Minimum Royalties.* It is further agreed that in the event of revocation by Hartford under the provisions of Section 19, Thatcher, in lieu of its obligations therein provided to pay the said minimum royalties throughout said entire term as to all or any one of the leased machines may at its option wholly discharge said obligation by paying to Hartford within sixty (60) days after said revocation a lump sum equal to Fifty (50) per cent of the total minimum royalties as to all or any one of the leased machines which would under this Agreement be payable during the remainder of the term including its said supplemental period if entered upon; and it is further agreed that Thatcher may at any time during said term including said supplemental period revoke and terminate this Agreement or the right to use any particular leased machine licensed and leased hereunder by giving written notice to Hartford sixty (60) days beforehand of its intention so to revoke, and by paying to Hartford within said sixty days a lump sum in discharge calculated as above set forth in this Section, thereupon Thatcher shall be wholly relieved from any obligations thereafter accruing under such revoked license.

[fol. 17392] Section 21. *Repossession of Machinery.* Upon the termination of this Agreement through limitation of time or through revocation as herein provided, Thatcher shall restore to Hartford the leased machines and all appurtenances thereof as covered by this Agreement, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant where such leased machinery is. If Thatcher shall fail so to deliver the said leased machines, Hartford is hereby authorized to enter upon any premises where the said leased machinery may be, and to take possession thereof and remove it.

Section 22. *Inspection.* Duly authorized agents or employees of Hartford shall at all reasonable times be allowed access to any leased machinery, for the purpose of inspecting the same and its operation and use, and Thatcher shall afford all reasonable facilities therefor.

Section 23. *Licensing of Certain Machines.* Thatcher agrees and consents without any reservation whatsoever

that Hartford has and shall continue to have the full, unrestricted and entire legal, equitable and moral right to license to any parties, persons or corporations whatsoever, for the production of milk and/or cream bottles, any or all forms of glass feeding and/or glass forming machinery other than the Two-Table Milk Bottle Forming Machine as described in Schedule "A" annexed hereto; and Thatcher hereby gives such consent and concurrence in the exercise of such right by Hartford, without any objection or reser-
[fol. 17393] vation whatsoever, as a complete legal, equitable and moral settlement of all questions relating to any exclusive right in Thatcher as to all such machinery.

Section 24. *Future Developments.* Thatcher shall during the continuance of this Agreement have the non-exclusive right to take and license from Hartford, for the making and/or handling of milk and cream bottles, such feeding and/or forming machines, and such conveyors, take-outs, stackers and other apparatus for handling milk and cream bottles as may hereafter be developed and controlled and placed in commercial use by Hartford.

The terms and provisions of such further license of future developments, shall be as favorable to Thatcher as those accorded at the given time in regular standard licensing to others under substantially similar circumstances and conditions for the production of milk and/or cream bottles, and shall conform subsantially to the terms and provisions of the then most recent standard form of license and lease used in connection with such machinery by Hartford at the given time.

But this Section shall not, of itself operate as an actual license, or, without further action by Hartford and Thatcher, cause such future developments to become ipso facto leased machines in the sense in which such phrases are used in this Agreement.

[fols. 17394-17397] Section 25. *Waiving the Conditions—Term of This Agreement.* None of the provisions of this Agreement or of any license issued hereunder shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of Hartford, duly authorized thereto.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in duplicate and its corporate

seal to be hereto affixed by its respective officers duly authorized therefor.

Thatcher Manufacturing Company By R. W. Niver, President.

Attest:

F. L. Collins, Secretary.

Hartford-Empire Company By Roger M. Eldred, General Manager.

Attest:

Arthur T. Safford, Jr., Secretary.

* * * * * * *

[fol. 17398] SCHEDULE C

Annexed to General Agreement Between Thatcher Manufacturing Company and Hartford-Empire Company

Permitted Ware

The ware to be produced hereunder shall comprise the articles named under this heading Permitted Ware and made of the compositions of glass now commonly used for such articles whether flint, blue, amber or green but excluding opal, and not exceeding 128 ounces in weight.

Blown and Pressed and Blown bottles and jars in so far as the same are included in the classes of glassware now commonly known in the glass industry as:

1. Milk and cream bottles
2. Cheese jars & mushroom spawns
3. Prescription and proprietary medicine bottles including nursing bottles
4. Beverage Pressure.
5. Packers ware
6. Beers
7. Liquor ware
8. Wines
9. Beverage Non Pressure

[fol. 17399] 10. Miscellaneous ware in so far as the same includes bottles and jars for cleaning and polishing fluids; for insecticides, oils, paint, shellac and varnish; for am-

monia or bluing; for inks, glue, mucilage, eradicators, washing fluids, embalming fluids, or cement;
11. Perfumery and toilet ware

It is recognized between Thatcher and Hartford that the classification of a bottle and/or jar shall be determined by the purpose for which the bottle and/or jar is to be first used.

[fol. 17400] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.
(b) Signal and optical ware.
(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.
(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.
(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.
(f) Ware which is pressed and not blown.
(g) Lantern globes; gas globes; chimneys; vault light; battery jars and battery containers; fish globes; display jars; tablet jars; insulators; drawn tubing and cane and fruit jars.

Definition of Fruit Jars. The term "fruit jars" as used herein, shall mean fruit jars for domestic (Household) use, which, as defined herein, shall mean generally the term as used in the glass industry—the intent being to include

all kinds and sizes of the regular Mason jar with sealing shoulder with screw thread that fits regular Mason fruit jar caps; Lightning style fruit jars; and other sealing jars, intended to be shipped to the trade to be sold empty to the ultimate consumer, either with or without caps; but not to include jars manufactured for packers to be filled by them before selling to their trade.

(h) Marbles and Lithographers' balls.

(i) Vacuum bottles.

[fol. 17401–17404] SCHEDULE "D"

Annexed to General Agreement between Thatcher Manufacturing Company and Hartford-Empire Company

Rates of Royalty

	1. Blown or Pressed and Blown Per Gross
2 oz. weight and under	10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 Cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 Cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 Cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 Cents
	Per Pound
Over 30 oz. weight and not exceeding 96 oz. weight	one-twelfth (1/12) of a cent
Over 96 oz. weight and not exceeding 128 oz. weight	one-sixth (1/6) of a cent

Name	Number	Date	Title	Infringes Claim
O'Neill	1,217,102	Feb. 20, 1917	Glass-Forming Machine	15, 21
"	1,315,983	Sept. 16, 1919	Glass-Forming Machine	6–9, 11, 12, 15
"	1,602,926	Oct. 12, 1926	Glass-Forming Apparatus	1–6, 11, 18, 19, 35
"	1,658,735	Feb. 7, 1928	Bottle Machine	1–7, 36, 37
"	1,758,085	May 13, 1930	Glassware-forming Apparatus	5

* * * * * * *

[fol. 17405] GOVERNMENT EXHIBIT No. 263

Agreement Among The O'Neill Machine Company, Frank O'Neill, Wilson O'Neill, Marian O'Neill and Owens-Illinois Glass Company. Dated March . ., 1933.

[fol. 17406] Toledo, Ohio, April 4, 1933.

The O'Neill Machine Company, The O'Neill Engineering Company, Frank O'Neill, Wilson O'Neill, Marian O'Neill.

GENTLEMEN:

You are hereby notified that we intend to exercise and do hereby exercise the option given to us by you under date of March 6, 1933, to acquire the properties and assets described in the form of contract attached to that option. Duplicate copies of that contract have been executed by us and one of such copies is handed you herewith.

Yours very truly, Owens-Illinois Glass Company.
By (S.) Wm. H. Levis, Pres.

Receipt of the above notice is hereby acknowledged this 4th day of April, 1933.

The O'Neill Machine Company. (S.) By William M. O'Neill, Vice President.

[fol. 17407] The O'Neill Machine Company, The O'Neill Engineering Company, Ohio corporations, Frank O'Neill, Wilson O'Neill and Marian O'Neill, first parties, in consideration of One Dollar ($1.00) and other valuable considerations paid or given to them, or some of them, by Owens-Illinois Glass Company, an Ohio corporation, second party, receipt of which is hereby acknowledged, hereby give and grant to second party the exclusive right and option, until twelve o'clock, noon, on 5th day of April, 1933, to acquire by reorganization and consolidation the properties and assets of first parties described in the form of contract between first parties and second party hereto attached upon the terms and conditions therein set forth. This option may be exercised by second party by giving to first parties, within the time above stipulated, written notice of its intention to so exercise. Such notice shall be deemed to have been duly given when delivered to any one of said first parties in person or when deposited in the United States mail, enclosed in a sealed envelope, postpage prepaid and registered, addressed to first parties, or any one of them, at No. 2042 Hawthorne Street, Toledo, Ohio.

Duplicate copies of said contract, attached hereto, have been, executed by Frank O'Neill, Wilson O'Neill and Mar-
[fol. 17408] ian O'Neill. Before the time limited for the exercise of this option, The O'Neill Machine Company will

be duly authorized by appropriate action of its Board of Directors and shareholders to execute, and will execute said contract. Upon the exercise of this option, Owens-Illinois Glass Company will execute the duplicate copies of the contract hereto attached and return one thereof to the first parties.

Second party desires that Wilson O'Neill and Marian O'Neill join in the execution of, and become parties to this agreement for the purpose of procuring their respective warranties and covenants, along with the covenants and warranties of the other parties hereto.

Within the time herein provided for the exercise of this option The O'Neill Machine Company will, in consideration of the issue and delivery to Frank O'Neill of certain shares of the preferred and/or common capital stock of The O'Neill Machine Company hereafter to be duly authorized for issue by appropriate action of its board of directors and shareholders, acquire from Frank O'Neill the United States Letters Patent and applications for United States Letters Patent of Frank O'Neill as listed on Exhibit A, attached to said contract, excepting those for inventions pertaining to glass furnaces, to-wit:

[fol. 17409]

Number	Date Filed	
S. N. 357,986	April 25, 1929	For Furnace Forbay-Machine Improvement.
S. N. 390,957	Sept. 7, 1929	Submerged Stirrer (Division of S. N. 282,088)
S. N. 492,894	Nov. 3, 1930	Extended Forbay and Heat Control for Glass Gathering.
S. N. 511,224	Jan. 26, 1931	Extended Forbay for Glass Gathering.

together with all other inventions of the said Frank O'Neill for improvements on the inventions, set forth in said patents and applications, (other than those above excepted) heretofore made by him; and within said time The O'Neill Machine Company, in consideration of certain shares of Class B and/or preferred capital stock of The O'Neill Machine Company, to be duly authorized for issue by appropriate action of the directors and shareholders of The O'Neill Machine Company, will acquire from The O'Neill Engineering Company all of its properties and assets of whatsoever kind or nature.

Frank O'Neill, Wilson O'Neill and Marian O'Neill, being the owners of all the shares of The O'Neill Machine Company and of The O'Neill Engineering Company, undertake,

as individuals and as stockholders thereof, that said two corporations will execute said contract and perform the terms thereof by them, respectively, to be performed.

[fols. 17410-17455] In Witness Whereof first parties have hereunto signed their names at Toledo, Ohio, this 6th day of March, 1933.

The O'Neill Machine Company, by (Signed) Frank O'Neill, President; The O'Neill Engineering Company, by (Signed Wilson M. O'Neill, President; (Signed) Frank O'Neill, Marian O'Neill, Wilson M. O'Neill.

[fol. 17456] Copy

Mr. W. E. Levis, President, Owens-Illinois Glass Company, Toledo, Ohio.

Toledo, Ohio, March 28, 1933.

DEAR MR. LEVIS:

Re: Value of O'Neill Patents

The proposed deal between Owens-Illinois Glass Company and O'Neill Machine Company, The O'Neill Engineering Company, Frank O'Neill, Wilson O'Neill, and Marian O'Neill involves certain patents, patent applications and patents rights which I have classified in three groups and appraise the value as to each group as follows:

(1) The Stationary Pot or Furnace Patents....	$250,000
(2) The O'Neill Suction Machine Patents.....	100,000
(3) Forming Machine and Miscellaneous Patents	50,000

My reasons for giving these values to the respective groups of patents are as follows:

The Stationary Pot or Furnace Patents

My basis for the estimate of $250,000 for these inventions is based primarily on their peculiar value in connection with Owens-Illinois Glass Company's manufacturing program. The present development of the stationary pot small suction machine combination has shown great promise and if Owens-Illinois Glass Company does not

purchase these patents and applications, and O'Neill should sue on them, this important development of the company would be seriously endangered. Because of the fact that O'Neill was the first to commercially develop a stationary pot suction machine combination, the court would naturally resolve any doubt in his favor. Owens-Illinois Glass Company would have a difficult time explaining why it was that it and its predecessors and the other large licensees under the Owens Patents as well as the old Owens Company itself had not developed a satisfactory suction operation with a stationary pot prior to O'Neill's entry in the field. Moreover, in case of a suit against Owens-Illinois Glass Company on these patents, O'Neill could undoubtedly show that Owens-Illinois Glass Company had purchased two machines from him and had thereby secured information concerning his stationary pot construction prior to their own successful use of such a [fol. 17457] combination. I have checked with Mr. Carter and Mr. Bernard and they confirm my understanding that with the exception of the paddle or stirring device Owens-Illinois Glass Company has a substantial duplicate of the stationary pot construction disclosed and patented by O'Neill in his Patent No. 1,852,329 issued April 5, 1932 on an application filed more than five years prior to that date, which would make it impossible for Owens-Illinois Glass Company to carry its development back of O'Neill's.

One of the things which appear to have made the stationary pot suction machine practical is the inwardly projecting ledge over the pool surface which is very broadly covered in Claim 15 of this O'Neill Patent, which claim reads as follows:

15. A glass furnace for a pool of molten glass, an overhang therefrom having an upwardly open surface gather opening, there being opening-restricting inwardly-projecting ledge means over the pool surface.

I do not know of any patents which anticipate this construction but the closest one we have found is a so-called paper, the device of which has never gone into commercial use and O'Neill could well argue that it was impractical if not totally inoperative whereas his patent is entitled to a broad interpretation because of the practical way in which he solved the problem.

In addition to the O'Neill Patent above mentioned there are four other applications relating to stationary pot or

forebay constructions and these will undoubtedly give additional protection. Certainly when considered in connection with the O'Neill Patent 1,852,329, which is already issued and has sixteen more years to run, I consider that the O'Neill stationary pot development and patent rights alone are very conservatively estimated as having a value of $250,000 to Owens-Illinois Glass Company.

There are two other elements of value which should be considered in connection with the stationary pot patent rights. One is the cost of defending a patent suit in case Owens-Illinois should proceed with their stationary pot program in defiance of O'Neill's patent rights. Patent litigation is naturally expensive and this is particularly true in the glass art and I would estimate from past experiences that the successful defense of such a suit would [fol. 17458] probably cost upwards of $50,000. Moreover, after spending the money and energy necessary to defeat the O'Neill patent (even assuming it could be defeated) the result would not be of any special benefit to Owens-Illinois and in fact might prove a tremendous loss owing to the breaking down of the patent situation and serving as an invitation to others to duplicate the Owens-Illinois Stationary pot Suction Machine combination. Therefore, while I have only assigned a value of $250,000 to the stationary pot or furnace patents, I believe the obtaining of these inventions alone and the resultant patents might prove to be worth the total sum which Owens-Illinois is paying for the O'Neill assets.

The O'Neill Suction Machine

While this type of machine is not in use in the plants of the Owens-Illinois Glass Company, the present program is working towards light suction fed machines and I believe it is worth $100,000 for Owens-Illinois Glass Company to be able to use this machine or substantial duplicates thereof or to embody in their other machines features which are novel in the O'Neill Suction Fed Machine without interference from whatever patents O'Neill might obtain.

There is also another item of value to Owens-Illinois Glass Company in making the purchase as it will avoid, for the present, at least, the expense of trying the suit which Owens-Illinois Glass Company has pending against O'Neill's suction machine. We were ready to try this suit several months ago, but at the request of Mr. O'Neill's

attorney and their threat that they would discontinue all negotiations with us for a settlement if we insisted on going ahead with the trial of this suit, it was temporarily removed from the docket. It will, however, have to be reinstated within a few months and under the general practice in the Federal Courts regarding reinstated cases, will probably be set for immediate trial. Since the Soubier Patent on which this suit is based is a very complicated mechanism, the trial of this case in the lower courts and the Court of Appeals would cost Owens-Illinois Glass Company upwards of $50,000.

[fol. 17459] Forming Machine and Miscellaneous Patents

In the O'Neill assets there are included sixteen other patents relating to forming machines, take-off machanism and other miscellaneous patents, the most important of which are the forming machine patents. These patents not only cover the O'Neill type of forming machines but they also contain various claims covering the Lynch No. 10 and other models of Lynch machines according to the report which Whittemore, Hulbert, Whittemore & Belknap have rendered as a result of a search made for them by Mr. Krey at Washington, D. C. Several of these patents also contain claims which read onto suction machines as well as feeder fed machines.

Since the Hartford-Empire Company, and through it, Hazel-Atlas and other licensees of Hartford, would automatically obtain a license under any patents which Owens-Illinois Glass Company purchased relating to Feeder Fed Machines, the value of this group of patents to Owens-Illinois independently is only that value which would result from their right to use the features covered by this group of inventions, both in its Owens and Lynch types of machines. I would therefore estimate the value to Owens-Illinois of this group of patents would not exceed $50,000, but I do believe that this would be fair value particularly on the forming machines since Owens-Illinois would be free from suits on these O'Neill patents covering forming machines. Moreover, in case of a discontinuance of the Owens-Illinois-Hartford-Empire agreement of July, 1932, these patents, particularly as to the forming machines, might be of considerable value as we would then have no further license under Hartford's patents.

Five of the patents relate solely to feeders and do not have any claims which would read onto the suction type of machines. As to these particular patents, I believe Mr. O'Neill could dispose of them more advantageously than we could, particularly as a license to Hartford, and through it to all of its licensees, would automatically attach to these feeder patents the moment that we took title to them. Under the circumstances, I consider it advantageous to have Mr. O'Neill sell these patents independently of Owens-Illinois Glass Company and to reduce the latter's purchase price the amount that he would receive from the sale of the feeder patents.

In giving the foregoing estimates as to the value of the patents, applications and patent rights which would be obtained from Frank O'Neill and the O'Neill Machine Com-
[fol. 17460] pany and others, I have not included any value which might attach because of their licensing value but have considered them as having these values in protecting the developments already made and which will be made in machines employed in the various factories of Owens-Illinois Glass Company. There is also an additional intangible value in the agreement of the O'Neills to turn over any inventions which they have heretofore made or may make within the next five years in connection with the manufacture of glass or glassware. Because of their experience in this particular field, the O'Neills, particularly Mr. Frank O'Neill might anticipate some of our developments along the stationary pot suction type machine combination and this arrangement will avoid our being caused to pay any further tribute for any of his developments in the next five years.

In conclusion, I believe for the reasons above set forth, that the patents and patent rights are fully worth the respective amounts which I have assigned to them.

Very truly yours, (S) C. B. Belknap

[fol. 17461] Copy

Letterhead of

Whittemore, Hulbert, Whittemore & Belknap

Penobscot Building

Detroit, Michigan

March 27, 1933.

Mr. William E. Levis, Owens-Illinois Glass Company, Toledo, Ohio.

Dear Mr. Levis:

I have your letter of March 25th requesting a report on the patents and patent rights that you would acquire under the option you have entered into with the O'Neill Machine Company et al., insofar as these patents and patent rights effect your manufacturing program in connection with the stationary pot suction machine developments.

I am familiar with your manufacturing program and the possibility of the stationary pot suction machine becoming a highly important factor in your program. From my knowledge of the situation I would consider that if you did not have a rather free hand to continue with and develop the stationary pot suction machine, the Owens-Illinois Glass Company would be placed under a very serious handicap.

From the information which I have received, unquestionably O'Neill's development of the stationary pot antedates the activities of the Owens-Illinois Glass Company. In fact, O'Neill's stationary pots which your company purchased, really started the present development of the stationary pot with your company. I am not overlooking the fact that the Owens Company several years ago, endeavored to use a stationary pot but without satisfactory results. As the O'Neill construction does produce satisfactory results which were not attained until the Owens Company turned to the O'Neill type of stationary pot, the importance of O'Neill's stationary pot construction is greatly emphasized. [fol. 17462] While most of O'Neill's patent protection upon the stationary pot is found in pending applications, I do not consider it necessary to refer to the possible scope of protection which O'Neill is entitled to in these pending applications, for there is an O'Neill patent No. 1,852,329 issued April 5, 1932 that well covers the stationary pot which you use. As far as I am aware, the prior art does

not permit the validity of this patent to be seriously questioned. Furthermore, the Owens-Illinois Glass Company is not in a very good position to question the advance O'Neill has made in stationary pots in the light of the Owens Company's failure and O'Neill's success.

From the nature of your program and the importance of the stationary pot suction machine developments thereto, I am of the opinion that it is quite essential for you to acquire the O'Neill patents and patent rights relating to the stationary pot suction machine.

Besides the O'Neill patents relating to the stationary pot suction machine, there are a number of patents relating to forming machines that you would acquire if you exercised the option. These patents on forming machines contain claims that cover Lynch machines that the Owens-Illinois Glass Company is using and also contain claims of sufficient scope to cover features employed not only in the Lynch type of forming machine but also to suction type machines. The acquisition of these patents would eliminate any possible suit for infringement against your company because of the use of the Lynch machines, and would again give you greater freedom of development in the suction field, as would also the acquisition of the group of applications which O'Neill has pending relating to suction machines themselves.

There are a number of feeder patents owned by O'Neill also included within the option, the value of which to the Owens Company is very questionable. On the other hand, I am informed that O'Neill places a substantial value upon these feeder patents. It may be that to someone else they would have a substantial value and while I do not know whether it is feasible, I suggest that O'Neill be requested to dispose of these patents and deduct the amount received therefor from your purchase price.

[fol. 17463] To summarize, I feel that the O'Neill patent situation relating to stationary pot suction machines, to suction machines per se and to forming machines, presents a situation highly valuable and important, if not essential, to the Owens-Illinois Glass Company from the standpoint of its program in connection with stationary pot suction machines, suction machines per se and the elimination of possible patent litigation.

Yours very truly, (Signed) W. J. Belknap.

WJB:V.

[fol. 17464] Letterhead of

Whittemore, Hulbert, Whittemore & Belknap

Penobscot Building

Detroit, Michigan

March 27, 1933.

Owens-Illinois Glass Company, Toledo, Ohio.

Attention: Mr. W. E. Levis

Dear Mr. Levis:

You have requested a report as to whether or not there are any patents owned by Mr. O'Neill or the companies with which he is associated that are infringed by the Lynch machines.

I have not prepared my full report but I am in position to give you a short statement of my conclusions.

I find that the Lynch #10 machine infringes the following patents owned either by O'Neill or one of the companies that he is associated with:

Name	Number	Date	Title	Infringes Claim
O'Neill	1,217,102	Feb. 20, 1917	Glass-Forming Machine	15, 21
O'Neill	1,315,983	Sept. 16, 1919	Glass-Forming Machine	6-9, 11, 12, 15
O'Neill	1,602,926	Oct. 12, 1926	Glass-Forming Apparatus	1-6, 11, 18, 19, 35
O'Neill	1,658,735	Feb. 7, 1928	Bottle Machine.....	1-7, 36, 37
O'Neill	1,758,085	May 13, 1930	Glassware-forming Apparatus.	5

All types prior to the Lynch #10 machine, such as the L, LA, LB models, etc. infringe the following patents owned by O'Neill or one of the companies that he is associated with:

[fol. 17465–17471]

Name	Number	Date	Title	Infringes Claims
O'Neill	1,217,102	Feb. 20, 1917	Glass-Forming Machine	15, 21
"	1,602,926	Oct. 12, 1926	Glass-Forming Apparatus	1–6, 14–17
"	1,658,735	Feb. 7, 1928	Bottle Machine	8–26, 30–44

Patent No.	Inventor	Title
1,537,962	Frank O'Neill	Plunger Gathering of Glass
1,217,102	Frank O'Neill	Glass-Forming Machine
1,231,188	Frank O'Neill	Neck-Mold for Bottle-Blowing Machines
1,658,735	Frank O'Neill	Bottle Machine
1,642,660	Frank O'Neill	Glass Pressing and Blowing Machine
1,611,363	Frank O'Neill	Press-ware Manufacture
1,602,926	Frank O'Neill	Glass-Forming Apparatus
1,537,963	Frank O'Neill	Take-off Mechanism
1,521,375	Clarence C. Kinker	Take-Off Mechanism
1,315,983	Frank O'Neill	Glass-Forming Machine
1,758,085	Frank O'Neill	Glassware-Forming Apparatus
1,413,183	Frank O'Neill	Glass-Flow-Off Controller
1,490,182	Frank O'Neill	Molten-Glass Charge Supply
1,537,961	Frank O'Neill	Glass-Feeding Apparatus
1,551,526	Frank O'Neill	Glass-Feeding Apparatus
1,611,362	Frank O'Neill	Adjustable Glass Feeder
1,462,652	Frank O'Neill	Glass-Handling Apparatus
1,906,086	Frank O'Neill	

Application No.	Filed	
SN 117,911	June 23, 1926	Vacuum Cup Feeder
SN 382,667	Aug. 1, 1929	Continuous Transfer Forming Machine (Improved):

My complete report will follow at a later date.

Very truly yours, (Signed) W. J. Belknap.

WJB:MB.

[fol. 17472] GOVERNMENT EXHIBIT No. 264

Agreement made this 6th day of May, 1933, at Toledo, Ohio, between The O'Neill Machine Company, an Ohio Corporation, Frank O'Neill, Wilson O'Neill, and Marian O'Niell, first parties, and Owens-Illinois Glass Company, an Ohio corporation, second party.

Witnesseth:

First parties represent that The O'Neill Machine Company is engaged in the business of manufacturing and selling machines for the production of glass and glassware and of developing inventions and acquiring letters patent for

inventions in connection with such machines and that first parties, or some of them, are the owners of letters patent of the United States and of applications for letters patent of the United States, as set forth on Exhibit A hereto attached and made a part hereof.

Second party desires to acquire the patents, applications for patents, assets and property of first parties herein [fol. 17473] described, and first parties are willing to transfer the same under a plan of merger, reorganization or consolidation pursuant to section 112 of the Revenue Act of 1932, throug- which, by the acquisition of securities of second party, they can retain an interest in the property transferred, and obtain the benefits of a reorganization or merger with second party.

For the purpose of effecting such merger, reorganization or consolidation between The O'Neill Machine Company and Owens-Illinois Glass Company through the acquisition by second party of all or substantially all of the assets of The O'Neill Machine Company and for the purpose of acquiring all of the patents and applications for patents of the United States, and patent rights in the United States, of the first parties, used or usable in connection with the manufacture or use of machines, furnaces, and methods for the manufacture of glass or glassware, other than those patents and applications for patents set forth in Exhibit C hereto attached and made a part hereof It Is Agreed Between the Parties as Follows:

[fol. 17474] 1. First parties warrant:

(a) That the balance sheet of The O'Neill Machine Company hereto attached, marked "Exhibit B", truly reflects the assets and liabilities of said company, as shown by its books, as of the close of business on January 31, 1933, but after giving effect to the acquisition, subsequent to that date, of certain United States letters patent and applications for United States letters patent from Frank O'Neill in exchange for certain United States letters patent and applications for United States letters patent of The O'Neill Machine Company and certain shares of the capital stock of The O'Neill Machine Company, and of all of the assets of The O'Neill Engineering Company in exchange for certain shares of the capital stock of The O'Neill Machine Company. No warranty or representation is made as

to the valuation of assets and inventories appearing on said balance sheet, and second party has made its own examination with respect to such valuation; and the value of fixed assets and patents has been set forth in said balance sheet without charging any depreciation for the month of January, 1933.

[fol. 17475] (b) That The O'Neill Machine Company is the owner of the letters patent and applications for letters patent of the United States, as set forth in Exhibit A hereto attached.

(c) That there are no licenses, liens, or encumbrances outstanding under or against the said letters patent or applications for letters patent (except the license agreement between Hartford Empire Company and The O'Neill Machine Company dated February 23, 1931, the license agreement between the same parties and Frank O'Neill dated April 15, 1931, and the license agreement between Hartford Empire Company and Frank O'Neill dated May —, 1933), and that they have full right and title to transfer and assign said letters patent and applications for letters patent.

(d) That there are no interferences pending in the United States Patent Office with respect to any of said applications for letters patent, except the following:

[fol. 17476] (1) Interference No. 62766

(Kinker vs. Rule vs. Peiler)

Involves Kinker application	SN	390959	Filed 9/ 7/29
Involves Rule application	SN	386141	Filed 8/15/29
Involves Peiler application	SN	348190	Filed 3/19/29
Involves Peiler application	SN	376895	Filed 8/15/29

(Two counts originally filed for interference)

(2) Interference No. 62767

(Declared Nov. 18th, 1931—Companion case to No. 62765)

Involves Kinker application	SN	390959	Filed 9/ 7/29
Involves Peiler application	SN	348910	Filed 3/19/29

(3) Interference No. 63120

(O'Neill vs. Peiler)

(Declared February 13, 1932)

Involves O'Neill application	SN 99479	Filed 4/ 3/26
Involves Peiler patents	No. 1,823,123 issued 9/18/31—	Filed 1/18/29

(4) Interference No. 65893

(Declared March 13, 1933)

Involves O'Neill application	SN 357986	Filed 4/25/29
Involves Batchel application	SN 349014	Filed 3/22/29

and

(e) That neither said first parties, nor any of them, have outstanding any contracts, agreements, or commitments for the sale or delivery of any glass feeding or glass forming machines or mechanism involving or containing any of [fol. 17477] the inventions described in said letters patent or applications for letters patent, excepting (1) an agreement dated January 12, 1929, between Frank O'Neill, one of the first parties, and The Salem Glass Works, a New Jersey corporation, of Salem, New Jersey, as extended, in the opinion of the parties, to March 1, 1933, by agreement dated February 27, 1932, for the manufacture and delivery of fifteen (15) of the O'Neill Automatic Suction Glass Machines in pursuance of the terms of which four (4) of such machines have been manufactured and delivered and eleven (11) of such machines remain yet to be manufactured and delivered, and that the first of such machines so delivered to Salem Glass Works was by it placed in commercial operation on or about August 1, 1930; and excepting (2) a contract for the sale of one O'Neill #42 forming machine for use with a gob feeder to the J. T. & A. Hamilton Company of Pittsburgh.

[fol. 17478] 2. On receipt by them of the checks, and debentures as hereinafter set forth, first parties will, on the closing date, hereinafter defined, convey and transfer to second party, or cause to be so conveyed and transferred, all of the assets of The O'Neill Machine Company, real, personal, and mixed, wheresoever situated, as they existed

at the close of business on January 31, 1933 (none of the capital stock of said The O'Neill Machine Company of The O'Neill Engineering Company, being considered as an asset hereunder), together with and subject to all additions, changes, earnings, and losses occurring in the usual course of business of The O'Neill Machine Company between the said date and the closing date hereof, and together with all the United States patents and applications for patents of first parties, whether set forth in Exhibit A or not, except those listed in Exhibit C, and all licenses of first parties, whether under patents and applications for patents, if listed in Exhibit C or not, but subject to the reservation of right to manufacture the machines as set forth in paragraphs 7 and 23. This transfer shall not include any pat-
[fol. 17479] ents, applications for patents, and patent rights of or exercisable in jurisdictions other than the United States of America, its territories and dependencies.

3. All of said properties and assets shall be transferred free and clear of all liens, indebtedness and liabilities, excepting liability for interferences hereinbefore set forth and excepting easements and covenants existing with respect to the real estate to be conveyed hereunder.

4. On the closing date, and concurrently with the transfer and delivery of the assets and properties above mentioned, and subject to the performance by first parties of the terms and conditions hereof by them to be performed, second party shall:

(a) Deliver to The O'Neill Machine Company the check of second party for One Hundred Thousand Dollars ($100,000) less deductions, if any, provided for in Sections Twelve (12) and Fourteen (14) hereof;

[fol. 17480] (b) Deliver to The O'Neill Machine Company, Two Hundred Thousand Dollars ($200,000) face value of the Five per cent (5%) Gold Debentures of second party, issued as of January 1, 1929, with coupons maturing on and after July 1, 1933, thereto attached;

(c) Deliver To The Toledo Trust Company, of Toledo, Ohio, in escrow, Two Hundred Thousand Dollars ($200,000) face value of said debentures of second party to be held by The Toledo Trust Company for the account of The O'Neill Machine Company and second party until such time, not

exceeding sixty (60) days, as second party shall deliver to The Toledo Trust Company certificates for five thousand (5,000) shares of the common capital stock of second party issued in the name of The O'Neill Machine Company. Upon delivery of said certificates for said common stock to The Toledo Trust Company said The Toledo Trust Company shall redeliver to second party the said Two Hundred Thousand Dollars ($200,000) face value of debentures of second party and shall deliver to The O'Neill Machine Company the said certificates for five thousand (5,000) shares of common capital stock of second party. If said certificates be not delivered to The Toledo Trust Company, as afore- [fol. 17481] said, within the time herein limited, The Toledo Trust Company shall, upon the expiration of said time, deliver the Two Hundred Thousand Dollars ($200,000) face value of said debentures mentioned in this sub-paragraph to The O'Neill Machine Company.

5. The first parties retain for themselves the right to apply for and to have issued to them and to own letters patent of any and all jurisdictions other than the United States of America, its territories and dependencies, for any and all inventions now and hereafter owned or held by them.

6. On the closing date first parties will deliver to second party duly executed and valid asse-ment for the operation of the railroad sidetrack, to the real estate to be conveyed by first parties to second party hereunder.

7. If first parties are compelled to deliver to Salem Glass Works the eleven (11) machines, or any smaller number [fol. 17482] thereof still deliverable under said contract, the patent rights assigned by the first parties by or pursuant to this agreement shall be subject to the right of the first parties to manufacture or have manufactured for them, and to deliver to Salem Glass Works the said machines, and second party will loan to first parties such of the drawings, patterns, and jigs transferred to second party hereunder as shall be reasonably necessary, and for such time as shall be reasonably necessary to manufacture or have manufactured the machines so required to be delivered to Salem Glass Works under said contract.

In the event the machine now being constructed under contract with the J. T. and A. Hamilton Company is not

completed prior to closing date hereunder, second party will complete the same at its cost and deliver the same.

8. The O'Neill Machine Company represents that on January 31, 1933, it or others of first parties, were the true and [fol. 17483] lawful owners of the assets and properties to be conveyed hereunder whether shown on Exhibits A or B, or not, and at the closing date under this agreement they will be the owners thereof, subject to additions, changes, earnings, and losses incurred in the usual course of business between January 31, 1933, and the closing date hereunder, and that since January 31, 1933, they, or either of them, have not declared or paid any dividends and that they will not declare or pay any dividends on their stocks prior to the closing date hereunder; that there have been no transfers of assets or disbursements of money since January 31, 1933, and that there will be no such transfers or disbursements prior to the closing date hereunder, except in the usual course of business carried on by them, and except the transfer of sundry patent rights by Frank O'Neill to The O'Neill Machine Company in consideration of the transfer of sundry patent rights by The O'Neill Machine Company to Frank O'Neill and delivery of shares of capital stock of The O'Neill Machine Company to Frank O'Neill, and except the transfer by The O'Neill Engineering Company of its assets to The O'Neill Engineering Company of its assets to The O'Neill Machine Company in consideration of the delivery of shares of capital stock of The O'Neill Machine Company to The O'Neill Engineering Company. [fol. 17484] First parties will not take any orders or make any commitments for sale or delivery of any machines embodying any of the inventions described in any of the letters patent set forth on Exhibit A without the previous express approval of second party in writing. If any commitments have been made, or are made by first parties, or any of them, between January 31, 1933, and the date of the exercise of the option pursuant to which this contract was made, for the manufacture or delivery of any O'Neill Automatic Suction Glass Machines second party shall have the option of having such commitments assigned to it, or of declining the same; and if such commitments are declined, they shall be deemed a liability of first parties to be by them fulfilled and discharged and against which they will indemnify second party.

9. First parties warrant that there is no litigation pending against them, or any of them, for infringement of letters patent, excepting the cause hereinafter mentioned, and that they have no knowledge of any claims against them, or any of them, for infringement of letters patent of the United States, excepting certain claims made by Hartford Empire Company, a Delaware corporation, for infringement of patents claimed to be owned by it.

[fol. 17485] 10. Within five (5) days after the execution of this agreement, first parties shall deliver to second party boundary surveys of the lands to be conveyed hereunder and abstracts of title thereto brought down to the date of this agreement showing good merchantable title thereto in first parties, or some of them, free and clear of all substantial liens or encumbrances excepting the lien of local property taxes payable on and after June 20, 1933, and excepting the easements and covenants referred to in paragraph 12.

11. After the date hereof second party, by its accredited agents, shall have free access at any and all times during business hours to the factory and places of business of The O'Neill Machine Company with the right to examine its operations, corporate records, contracts, and books and records of account.

12. On the closing date under this agreement and upon receiving the considerations above provided to be delivered to them, first parties shall convey to second party all of said real estate, improvements, and appurtenances by good and sufficient deeds of general warranty free and clear of all liens or encumbrances, excepting the liens of local prop-
[fol. 17486] erty taxes payable June 20, 1933, and thereafter (the taxes payable June 20, 1933, to be paid two-ninths (2/9ths) thereof by first parties, the amount thereof to be deducted from the cash portion of the purchase price provided for in sub-paragraph (a) of paragraph 4 hereof), and the promises to be conveyed hereunder to be subject to any right, title, or interest which the Lake Shore & Michigan Southern Railway Company, its successors and assigns, may have in and to said premises and the sidetrack located thereon under a certain sidetrack agreement between The Ohio Electric Car Co. and said Railway Company, dated May 22, 1911; and subject also to right of way agreement

and grant for single track railway over the easterly portion of said premises and other property, bearing date of April 1, 1919, and recorded in Volume 504, Page 146, Lucas County, Ohio, Records of Deeds, said agreement having been executed by and between The Ohio Electric Car Company, The Auburn Factories Company, and The Bancroft Factory Building Company; and subject to the perpetual use of a joint right of way created upon a part of said premises by deed from The O'Neill Machine Company to International Oxygen Company, a New Jersey corporation, [fol. 17487] under date of January 13th, 1920, and recorded in Volume 521, Page 369, Lucas County, Records of Deeds; and conditioned upon second party assuming and agreeing to observe and perform the obligations and duties, if any, in the foregoing agreements contained, and shall further convey and deliver to second party all of said personal property by good and sufficient bills of sale, assignments, or other necessary and proper instruments of conveyance free and clear of all liens and encumbrances whatsoever.

13. The O'Neill Machine Company will pay, or cause to be paid, all its indebtedness and liabilities (and those of The O'Neill Engineering Company) of whatsoever nature contingently or actually existing or accrued on January 31, 1933, or subsequently, and whether shown on their books or not, or on Exhibit B or not; and first parties will protect and save harmless second party against the lawful demands and claims of all and every person or persons in, or against, said assets so conveyed arising out of the acts or omissions of first parties, or any of them. Second party does not assume, and expressly declines to assume, any liabilities of first parties of any kind, and first parties will, and do hereby agree to, indemnify second party against all such liabilities.

[fol. 17488] 14. On the closing date the indebtedness and liabilities as of the close of business on January 31, 1933, and those subsequently incurred, which are to be paid by first parties and which have been discharged since that date from the assets and business to be transferred hereunder, shall be determined as nearly as may be, and the amount of such liabilities so discharged from the assets and business to be transferred hereunder shall be deducted from the cash portion of the purchase price above set forth.

If any item so discharged subsequent to February 1, 1933, shall be found to have been omitted from said settlement, first parties forthwith, on discovery of the omission, shall pay the amount thereof to second party. All other indebtedness and liabilities to be paid by first parties hereunder shall be promptly paid and discharged by them when payable. No commissions, fees, taxes or other expenses of first parties incurred, paid or payable by them after January 31, 1933, on account of or in connection with the reorganization herein contemplated, shall be deemed to be incurred, paid or become payable by first parties in the usual and ordinary conduct of their business as heretofore carried on by them, but shall be deemed to be indebted-[fol. 17489] ness and liabilities of first parties as of January 31, 1933, to be paid by them. First parties will, during the period between the date of this contract and the closing date hereunder, keep in full force insurance of the character and amounts now carried by them on the property to be conveyed hereunder in so far as the same is possible; and on the closing date, first parties shall duly and properly assign and deliver to second party all their rights and interests under all policies of insurance held by them on or in respect of the assets and properties agreed to be conveyed hereunder.

15. Each of the first parties severally covenants and agrees with second party, its successors and assigns, that he will not, at any time during the period of five (5) years from and after the date hereof, directly or indirectly engage in, or become interested as an individual, partner, stockholder, director, officer, principal, agent, or employee in, the business of manufacturing or selling machines or parts thereof or therefor or methods for the manufacture of glass or glassware within the United States of America, its territories and dependencies, except as provided for in Section 7 and 23 hereof.

[fol. 17490] 16. The term "closing date", as used in this contract, means the date upon which the several instruments and conveyances are to be exchanged between the parties and payments herein provided for are to be made, said exchange and payments to be made at ten o'clock A. M. on the eighth day of May, 1933, at the office of second party, 965 Wall Street, Toledo, Ohio, provided that at the request of Wilson O'Neill, received at least two (2) days

in advance, said closing date may be extended for a period not to exceed ten (10) days.

17. The corporate proceedings of The O'Neill Machine Company and The O'Neill Engineering Company in connection with this transaction, including the proper authorization thereof, together with the character of the title of first parties to the various properties to be conveyed in pursuance hereof and the form and substance of the deeds, bills of sale, assignments, and other instruments to be delivered by first parties, or any of them, hereunder, shall be to the reasonable satisfactory of and subject to the reasonable approval of counsel for second party.

18. Each party hereto, upon reasonable request of the other party hereto, shall from time to time execute and [fol. 17491] deliver to it or them all such further deeds, conveyances, assignments, covenants and written agreements as may be reasonably necessary or proper to carry this contract into effect, whether herein specifically mentioned or not, or for more conveniently evidencing the intention and agreements of the parties hereto.

19. All notices which may be proper or necessary for one party hereto — serve upon the other under or in reference to this contract shall be in writing and shall be deemed sufficiently served if sent by registered mail addressed to Owens-Illinois Glass Company, 965 Wall Street, Toledo, Ohio, or to The O'Neill Machine Company or to others of the first parties hereto at 2042 Hawthorne Street, Toledo, Ohio. Either party may, by written notice to the other, designate another address for such service.

20. Second party will dismiss, at its costs, the cause pending in the District Court of the United States for the Northern District of Ohio, Western Division, entitled Owens-Illinois Glass Company vs. The O'Neill Machine Company and Frank O'Neill.

[fol. 17492] 21. The O'Neill Machine Company and The O'Neill Engineering Company, in order to protect the properties and assets transferred hereunder, will, at any time after the closing date, if an- when requested by second party, take such corporate action as may be necessary legally to change their respective names to names satisfactory to second party and will permit second party to

cause the incorporation of a company or companies under the name of The O'Neill Machine Company or of The O'Neill Engineering Company, or other similar name or names.

22. Frank O'Neill and Wilson O'Neill will each promptly disclose to second party any and all inventions heretofore made by them, or either of them, and all inventions hereafter made by them, or either of them, within the period of five (5) years next ensuing after the closing date, for or in connection with the manufacture of glass or glassware, subject to the obligations of Frank O'Neill under a certain agreement with Hartford Empire Company dated —— ——, 1933; and, upon request of second party, they will assign to second party all their rights therein or thereto [fol. 17493] in the United States of America, its territories and dependencies, and will assist second party to secure letters patent of the United States, its territories and dependencies, therefor.

23. At any time, and from time to time, during the period of five (5) years after the closing date hereunder, second party will loan to The O'Neill Machine Company or Frank O'Neill, their respective successors and assigns, such of the drawings, patterns, and jigs transferred to second party hereunder as shall be reasonably necessary, and for such time as shall be reasonably necessary, to manufacture or have manufactured the glass-working machines described in the letters patent set forth on Exhibit A, but for use or for sale for use only outside the United States of America, its territories and dependencies. First parties may make and retain for themselves eight (8) complete copies of blue prints of said machines, but for use only outside the United States of America, its territories and dependencies, first parties hereby covenanting that they will not use, or permit to be used any of the machines or blue prints referred to in this paragraph within the United States [fol. 17494] of America, its territories or dependencies. In the event said blue prints are not completed prior to closing date hereunder, second party will make the same at cost for first parties.

In Witness Whereof the parties have on the day and year first above written caused their respective names to be hereto affixed in duplicate, the individual parties by

themselves, and the corporate parties by their several officers thereunto duly authorized.

The O'Neill Machine Company, by Wilson M. O'Neill, Vice-President; Wilson M. O'Neill, —— ——, First Parties.

Attest: John A. Hova, Secretary.

Owens-Illinois Glass Company, by Wm. E. Levis, President, Second Party.

Attest: John H. McNerney, Secretary.

[fols. 17495-17501] Approved: Wm. E. Levis, Ben P. Hazelton, Jr., H. G. Phillipps, Committee of the Board of Directors of Owens-Illinois Glass Company; Lloyd T. Williams, Counsel for Owens-Illinois Glass Company; C. B. Belknap, Vice President of Owens-Illinois Glass Company.

[fol. 17502] GOVERNMENT EXHIBIT No. 265

Assignment from Frank O'Neill to Hartford-Empire Company

Dated May 5, 1933.

[fol. 17503] Miami, Florida,

May 3rd, 1933.

Hartford-Empire Company, Hartford, Connecticut.

GENTLEMEN:

The undersigned hereby proposes to sell, assign and transfer to you the patents and applications for patents described in the "Assignment" marked "Exhibit A", attached hereto and made a part hereof, according to the terms of said "Assignment" and subject to the licenses therein reserved. Undersigned also proposes to grant to you an exclusive divisible license with respect to the patents and applications for patents described in the "License" marked "Exhibit B", attached hereto and made a part hereof, according to the terms and subject to the restrictions and limitations set forth in said "License".

In consideration therefor, and upon the delivery to you of the duly executed "Assignment" and "License", in the

form set forth in "Exhibit A" and "Exhibit B", respectively, you will pay to undersigned, his executors, administrators and assigns, the sum of One Hundred Thousand Dollars ($100,000.00) in installments, paying Ten Thousand Dollars ($10,000.00) upon the 1st day of May in each year for ten (10) years, beginning in 1934 and continuing through and including the 1st day of May, 1943; or, at your option and upon notice to undersigned, you may, for the purpose of relieving yourself from personal liability hereunder, either

(1) Substitute for said ten (10) annual payments a trust [fol. 17504] deposit in The Toledo Trust Company of Toledo, Ohio, in the amount of Eighty-five Thousand Eight Hundred Eighty-six Dollars ($85,886.00), to be held and invested by said trust company for the purpose of providing, out of principal and interest, for the payment to undersigned, his executors, administrators and assigns of annual payments of not more than Ten Thousand Dollars ($10,000.00) a year until said trust deposit is exhausted.

(2) Provide for payment of the purchase price hereunder in installments by purchasing from an insurance company to be approved by undersigned an annuity by which installments of Ten Thousand Dollars ($10,000.00) a year will be paid to undersigned, his executors, administrators and assigns, for a period of ten (10) years, beginning on the first anniversary of the date of said annuity and ending on tenth anniversary of the date of said annuity, payments thereunder to be made to undersigned's executors, administrators or assigns in case of death prior to the payment of said tenth annuity, and an additional payment of Ten Thousand Dollars ($10,000.00) to be made to undersigned in the event undersigned is living on the eleventh anniversary of the date of said annuity.

In the event you desire to relieve yourself from personal liability by providing for payment hereunder in the manner set forth in paragraphs (1) or (2) above, undersigned shall have the right to select which of said two alternative methods of installment payment shall be adopted by giving you written notice of such selection within thirty (30) days [fol. 17505] after receiving notice of your intention to exercise your option.

It is understood and agreed, and is a condition of your purchase hereunder that the installment payment in each

year, however the same shall be made, shall be contingent, during the life of undersigned, upon the undersigned disclosing to you, and assigning to you, and, after the death of undersigned, upon undersigned's executors or administrators disclosing and assigning to you, any and all inventions which the undersigned may invent during the year immediately preceding the date on which said installment payment is due, in apparatus for or methods of feeding charges of molten glass from furnaces to forming machines and/or forming the glass so fed, but excluding any inventions in connection with drawing glass by suction into molds and/or forming the glass so drawn, but drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold is included in this covenant; together with proper applications for United States patents covering all such inventions, which applications shall be prepared at your expense, executed by undersigned and forwarded to you. In the event undersigned does make any such invention or inventions during any such year, and does not make such disclosure or does not execute such application when prepared, annual payments hereunder for such year or years shall be forfeited, and if such payments are to be made pursuant to the terms of any annuity or trust deposit, as provided herein, said forfeited payments shall be made to you; but annual payments accruing thereafter shall not be affected.

[fol. 17506] Your acceptance of this offer shall be evidenced by your signing and returning the enclosed copy of this letter and the same shall constitute the agreement between us.

Yours very truly, Frank O'Neill.

Accepted: May 5th, 1933. Hartford-Empire Company, by F. Goodwin Smith, President; Arthur T. Safford, Jr., Secretary.

[fol. 17507] EXHIBIT "A"

Assignment

For and in consideration of the sum of One ($1.00) Dollar, and other valuable considerations, to me in hand paid, the receipt whereof is hereby acknowledged, I Frank O'Neill, a citizen of the United States and a resident of Toledo, Ohio,

do hereby sell, assign, and transfer unto Hartford-Empire Company, a corporation of Delaware, having a principal place of business at Hartford, Connecticut, the whole right, title, and interest in and to the following listed United States Letters Patent and Applications, and the inventions set forth therein, the same to be held and enjoyed by said Hartford-Empire Company, its successors and assigns to the full end of the term for which Letters Patent are granted for said inventions and for any renewals, reissues, or extensions thereof.

Patent No.	Inventor	Title
1,537,962	Frank O'Neill	Plunger Gathering of Glass
1,217,102	Frank O'Neill	Glass-Forming Machine
1,231,188	Frank O'Neill	Neck-Mold for Bottle-Blowing Machines
1,658,735	Frank O'Neill	Bottle Machine
1,642,660	Frank O'Neill	Glass Pressing and Blowing Machine
1,611,363	Frank O'Neill	Press-ware Manufacture
1,602,926	Frank O'Neill	Glass-Forming Apparatus
1,537,963	Frank O'Neill	Take-Off Mechanism
1,521,375	Clarence C. Kinker	Take-Off Mechanism
1,315,983	Frank O'Neill	Glass-Forming Machine
1,758,085	Frank O'Neill	Glassware-Forming Apparatus
1,413,183	Frank O'Neill	Glass-Flow-Off Controller
1,490,182	Frank O'Neill	Molten-Glass Charge Supply
1,537,961	Frank O'Neill	Glass-Feeding Apparatus
1,551,526	Frank O'Neill	Glass-Feeding Apparatus
1,611,362	Frank O'Neill	Adjustable Glass Feeder
1,462,652	Frank O'Neill	Glass-Handling Apparatus
1,906,086	Frank O'Neill	

Application No.	Filed	
SN117,911	June 23, 1926	Vacuum Cup Feeder
SN382,667	Aug. 1,1929	Continuous Transfer Forming Machine (Improved):

Subject to an exclusive, divisible, assignable license granted or reserved to The O'Neill Machine Company, a corporation of Ohio, having a principal place of business at Toledo, Ohio, its successors and assigns, to manufacture, use, and [fol. 17508] sell the inventions and each of them in connection with apparatus for or methods of drawing glass by suction into molds, and/or forming the glass so drawn, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold; and further subject to a non-exclusive assignable and divisible license granted to, or reserved by The O'Neill Machine Company, in and under the inventions of said patents and applications to make and sell repair and replacement parts for machines of the "gob" or feeder-fed type, heretofore manufactured and sold by The O'Neill Machine Company, and to

manufacture and sell such machines of said type as are necessary and essential to fill orders now on hand and heretofore accepted by the said O'Neill Machine Company.

In Witness Whereof, the said Frank O'Neill has hereunto set his hand and seal this 19th day of May, 1933.

Frank O'Neill. (Seal.)

STATE OF FLORIDA,
County of Dade, ss:

On this 19th day of May A. D. 1933, before me a Notary Public, in and for said county and state, personally appeared Frank O'Neill, personally known to me, and acknowledged that he did sign the foregoing Assignment, as his free act and deed.

———— — ————, Notary Public, Dade County, Florida. (Seal.)

[fol. 17509] EXHIBIT "B"

License

For and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Frank O'Neill, a citizen of the United States and a resident of Toledo, Ohio, hereby grant to Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, its successors and assigns, an exclusive, assignable, divisible license, without royalty, to manufacture, use, and sell the inventions of the following listed United States Letters Patent and Applications but only in connection with apparatus for or methods of feeding charges of molten glass from furnaces to forming machines and/or forming the glass so fed, but excluding from this license any manufacture, use or sale of any of said inventions in connection with drawing glass by suction into molds and/or forming the glass so drawn. Drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold is included in this license.

This license is limited to the United States and shall continue to the expiration of the last of the Letters Patent to be issued upon said inventions.

Patent No.	Inventor	Title
1,852,329	Frank O'Neill	Glass Gathering.
1,896,327	Frank O'Neill	Submerged Stirrer

Application No.	Filed	
SN 99,479	April 3, 1926	Continuous Transfer Vacuum Machine. Original.
SN 282,088	June 1, 1928	Continuous Transfer Vacuum Machine (Improved).
SN 390,958	Sept. 7, 1929	Continuous Moving 2 Table Transfer on Vacuum Machine.
SN 390,959	Sept. 7, 1929	Continuous Moving 2 Table Transfer Vacuum Machine.
SN 434,507	Mar. 10, 1930	Continuous Rotating Improved Vacuum Forming 2 Table Machine.
SN 504,844	Dec. 12, 1930	Improvements on Vacuum Machine.
SN 357,986	Apr. 25, 1929	Furnace Forebay-Machine Improvement.
SN 492,894	Nov. 3, 1930	Heat Control for Glass Gathering.
SN 511,224	Jan. 26, 1931	Extended Forebay for Glass Gathering.
SN 650,829	Mar. 6, 1933	

(Division of SN 99,479)

In Witness Whereof, the said Frank O'Neill has hereunto [fols. 17510-17511] set his hand and seal this 19th day of May, 1933.

Frank O'Neill. (Seal.)

STATE OF FLORIDA,
County of Dade, ss.:

On this 19th day of May, A. D. 1933, before me, a Notary Public in and for said county and state, personally appeared Frank O'Neill, personally known to me, and acknowledged that he did sign the foregoing License, as his free act and deed.

(Signed) Chas. K. Quackenbush, Notary Public, Dade County, Florida. (Seal.)

[fols. 17512-17515] [Stamp:] Received Jul. 5, 1933, Patent Dept., E. L. J.

June 30, 1933.

Hartford-Empire Company,
Hartford, Connecticut.

Attention: Mr. F. Goodwin Smith, President.

GENTLEMEN:

This will acknowledge receipt of executed contract, dated May 5th, 1933, relating to the purchase by you of certain patents and licenses owned and held by the undersigned; and will also acknowledge receipt of notice of your inten-

tion to exercise your option of substituting an alternative method of payment as provided in said contract.

Pursuant to the provisions of said contract, undersigned hereby serves notice of the exercise of his option, as set forth therein, and hereby selects and requests that payments under the terms of said contract he provided by your purchasing from Connecticut General Life Insurance Company an annuity policy, in form substantially as heretofore submitted to and approved by undersigned, providing for payments to undersigned in the amounts and in the manner as set forth in said contract and said annuity policy.

Enclosed herewith find undersigned's application for said policy, together with affidavit of date of birth.

Yours very truly, Frank O'Neill.

[fol. 17516] GOVERNMENT EXHIBIT No. 266

Agreement Relating to Knox-O'Neill Suction Machines

This Agreement made and entered into this 1st day of September, 1936, among Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), the Knox Glass Bottle Company, a corporation of Pennsylvania, having its principal place of business at Knox, Pennsylvania, (hereinafter called "Knox"), Pennsylvania Bottle Company, a corporation of Pennsylvania, having its principal place of business at Sheffield, Pennsylvania, Marienville Glass Company, a corporation of Pennsylvania, having its principal place of business at Marienville, Pennsylvania, Wightman Bottle and Glass Manufacturing Company, a corporation of Pennsylvania, having its principal place of business at Parkers Landing, Pennsylvania, and Oil City Glass Bottle Company, a corporation of Pennsylvania, having its principal place of business at Oil City, Pennsylvania (said four last-named companies being hereinafter called "said affiliates"), Knox-O'Neill Company, a corporation of Pennsylvania with its principal place of business at Knox, Pennsylvania and Metro Glass Bottle Company, a corporation of New Jersey with its principal [fol. 17517] place of business at Jersey City, New Jersey, (hereinafter called "Metro").

Whereas Knox and said affiliates and said Metro are engaged in the manufacture of glassware and prior to the date hereof have used certain bottle-working machines (hereinafter called Knox-O'Neill Vacuum Machines) which Hartford claims infringe certain of its patents,

Whereas the parties desire to effect a settlement for said past infringing use and desire further to continue such machines in use under certain terms and conditions,

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth the parties agree as follows:

Section 1—Release. Hartford hereby releases Knox, said affiliates and each of them and said Metro and said Knox-O'Neill Company from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford insofar as said infringement consisted in the making, using or selling by Knox and/or said affiliates, said Metro or said Knox O'Neill Company of machines known as Knox-O'Neill Vacuum Machines said machines be- [fol. 17518] ing the bottle-working machines hereinbefore referred to, and described more specifically in Section 2 below. Said release does not apply to any Knox-O'Neill Vacuum Machines other than those so described.

Section 2—Establishment of Credit and Transfer of Title to Machines. Knox hereby covenants and warrants that the following constitute all the Knox-O'Neill Vacuum Machines owned by it or by its affiliates or subsidiaries and that there are no other mechanisms or parts which if combined would make additional operative machines similar to any of the machines hereinafter identified in this Section 2.

Machines and Location	Agreed Values for purposes of Section 2
Model 65, Serial No. 112-V	$6,627.00
Model 80, Serial No. 121	$14,000.00
(Both of these machines are located at Wightman Bottle and Glass Manufacturing Company at Parkers Landing, Pennsylvania.)	
Model 80, Serial No. 122-V	$12,637.80
Model 80, Serial No. 123-V	$12,637.80

Model 60, No Serial Number $6,018.00
Model 80, No Serial Number $9,027.00

(Each one of these four machines is located at Oil City Glass Bottle Company, Oil City, Pennsylvania.)

[fol. 17519] Model 80, Serial No. 127 ..... $11,620.00

(This machine is located at Metro Glass Bottle Company, Jersey City, New Jersey.)

Model 60, No Serial Number
Model 60, No Serial Number

(These machines will have a value of $7,363.20 and are the property of Knox O'Neill Company and located at Knox, Pennsylvania.)

Model 60, Experimental $5,069.20

(This machine is located at Knox Glass Bottle Company, Knox, Pennsylvania.)

Knox and Hartford hereby agree that upon the transfer of title to said machines in the manner provided below, said machines shall have a total value of Eighty-five Thousand Dollars ($85,000) with respective value for the individual machines as indicated in the foregoing list.

Prior to December 31st, 1936 Knox agrees to have transferred to Hartford by proper bill of sale executed by the owner thereof the title to one or more Knox-O'Neill Vacuum Machine or Machines included in the foregoing list, [fol. 17520] the agreed value of which approximates Fifteen Thousand Dollars ($15,000). Upon the completion of such transfer Hartford agrees to establish as a credit in favor of Knox for the year 1936 the sum of Fifteen Thousand Dollars ($15,000). Prior to December 31st, 1937 Knox agrees to have transferred to Hartford in the same manner title to such Knox-O'Neill Vacuum Machines included in the foregoing list and not already transferred, the agreed value of which approximates Thirty Thousand Dollars ($30,000). Upon the completion of such transfer Hartford in the same manner agrees to establish as a credit in favor of Knox for the year 1937 the sum of Thirty Thousand Dollars ($30,000). Prior to December 31st, 1938 Knox agrees to have transferred to Hartford in the same

manner title to such Knox-O'Neill Vacuum Machines included in the foregoing list and not already transferred, the agreed value of which approximates Thirty Thousand Dollars ($30,000). Upon the completion of such transfer Hartford in the same manner agrees to establish as a credit in favor of Knox for the year 1938 the sum of Thirty Thousand Dollars ($30,000). Prior to December 31st, 1939 Knox agrees to have transferred to Hartford in the same manner title to such Knox-O'Neill Vacuum Machines as [fol. 17521] have not already been transferred. Upon the completion of such transfer Hartford agrees to establish as a credit in favor of Knox for the year 1939 the sum of Ten Thousand Dollars ($10,000). Said credits are cumulative from year to year if not used in any given year but all of said credits shall expire if not used prior to December 31st, 1941, as hereinafter specified in this Section 2.

Knox shall have the privilege at any time prior to December 31st, 1941 of using any or all of said credit, then outstanding and unused, in acquiring from Hartford any of Hartford's then standard equipment, to wit, Hartford Single Feeders, Individual Section Machines, Lehrs, Stackers and Conveyors. None of said credit shall be used by Knox for any purpose other than license fees, freights, Hartford's installation costs and auxiliary equipment incident to such acquisition.

The license fees for such Hartford equipment together with the freight, Hartford installation costs and prices of auxiliary equipment shall be those at time of such acquisition as have been established by Hartford in the course of its regular licensing and leasing under similar circumstances. Such equipment as is so acquired shall be licensed and leased by Hartford to Knox under its then existing [fol. 17522] terms and conditions except insofar as such terms and conditions shall have been modified by agreements then outstanding between Hartford and Knox and said affiliates.

Section 3—Leasing and Licensing Vacuum Machines. From the date hereof until the transfer of title above provided for, it is hereby expressly agreed between Hartford and Knox that each of said Knox-O'Neill Vacuum machines shall be licensed, held, used and operated subject to all the provisions of Schedule A annexed hereto and made a part hereof which Schedule applies to the licensing of such

machines as distinguished from the leasing thereof it being recognized that until the time of such transfer Hartford holds no title to such machines and, therefore, can not lease them to Knox but may license them under Hartford's patents. Schedule B annexed hereto and made a part hereof provides a form of License and Lease and it is further agreed that upon transfer of title to any of said machines to Hartford, said machine shall ipso facto be licensed, leased, owned, held, used, operated, cared for, and returned subject to the provisions of said License and Lease form of Schedule B, and it shall be so provided in each bill of sale transferring title to Hartford.

Section 4—Extension of Ware Field for Suction Machines. Under the provisions of Section 3 of Schedule A [fol. 17523] and Sub-schedule a attached hereto, a specification of glassware which may be made by said Knox is described. Hartford and Knox hereby agree that, in addition thereto Knox shall be entitled to make, on its Knox-O'Neill Vacuum Machines solely, an amount of pressure ware for containing artificially carbonated drinks such as sodas, ginger ales, mineral waters and other soft drinks not in excess of 75,000 gross in any one calendar year. Such ware can not be made upon any feeders now leased and licensed to Knox or any feeders substituted for them or for said Vacuum Machines.

Section 5—Limitation Upon Number of Licensed Units. At the present time under the General Agreement between Hartford-Empire Company and Knox Glass Bottle Company and others dated August 25, 1932 as amended, Knox holds under license and lease thirty feeders restricted, however, to the use of not more than twenty-five thereof at any one time. Knox and Hartford hereby agree that Knox, during the terms of the License provided for in Section 2 of Schedule B hereof shall at no time use in excess of thirty-three units at any one time consisting of Feeders (with their accompanying forming machines) and Knox-O'Neill Vacuum Machines.

[fol. 17524] *Section 6—Right of Substitution.* Knox shall have the right at any time during the term of the license provided for in Section 2 of Schedule B to substitute a Hartford Single Feeder for each of said Knox-O'Neill Vacuum Machines and upon such substitution shall discontinue

promptly the use of the machine for which the substitution was made. Upon such substitution Knox agrees to return at once to Hartford said machine for which substitution was made. Thereupon it shall be relieved from any further obligations for royalties of any sort thereafter accruing upon the machine so substituted for, discontinued and returned. Such Hartford Single Feeder shall be leased and the use thereof licensed under terms similar to those of the General Agreement between Hartford and Knox dated August 25th 1932 as amended and for a term extending for the period provided for in Section 2 of Schedule B hereof.

In Witness Whereof the parties have hereunto set their hands and seals acting herein by their respective officers duly authorized therefore.

Hartford-Empire Company, by Arthur T. Safford, Jr., Secretary. Attest: Helen B. Jarman.

Knox Glass Bottle Company, by R. R. Underwood, Pres. Attest: D. L. Campbell.

[fols. 17525-17556] Pennsylvania Bottle Company, by R. R. Underwood, Pres. Attest: D. L. Campbell.

Marienville Glass Company, by R. R. Underwood, Pres. Attest: D. L. Campbell.

Wightman Bottle and Glass Manufacturing Company, by R. R. Underwood, Pres. Attest: D. L. Campbell.

Oil City Glass Bottle Company, by R. R. Underwood, Pres. Attest: D. L. Campbell.

Knox-O'Neill Company, by R. R. Underwood, Pres. Attest: D. L. Campbell.

Metro Glass Bottle Company, by R. R. Underwood, Pres. Attest: D. L. Campbell.

[fol. 17557] GOVERNMENT'S EXHIBIT No. 287

This Agreement made and concluded at Cincinnati, Ohio, by and between The Nivison-Weiskopf Company, a corporation under the laws of Ohio, Party of the First Part, hereinafter called the Seller, and the General Glass Cor-

poration, a corporation under the laws of Indiana, Party of the Second Part, hereinafter called the Purchaser,

Witnesseth: That

The Seller hereby promises and agrees to sell, and the Purchaser hereby promises and agrees to buy the glass manufacturing business heretofore conducted by the Seller in Reading, Ohio, including all glassmaking machinery, feeders, moulds, repair parts of machines, patents and patent rights (together with the Seller's rights in any applications for patents now pending). Trade-marks and tradenames, together with the good-will established by the Seller in connection with its glass manufacturing business, also all materials on hand applicable to the glass manufacturing business, and all corrugated containers on hand which have been made for glassware and which the Purchaser is able to use in its business.

The Purchaser agrees to pay, on the execution of this contract and delivery of the subject matter covered by its terms, the sum of Sixty Thousand Dollars ($60,000.00) in cash and to deliver to the Seller its four (4) promissory notes for Twenty-two Thousand, Five Hundred Dollars ($22,500.00) each, without interest, and with satisfactory signature, payable respectively July 1, 1932, January 1, 1933, July 1, 1933, and January 1, 1934.

The Purchaser further agrees to pay the Seller, for the materials and corrugated containers on hand, and hereinbefore referred to, the sum shown by an inventory at current market prices.

The Purchaser further agrees to assist the Seller in disposing of all finished stock of glassware on hand at the time of the execution of this contract, at prices to be fur- [fol. 17558] nished by the Seller; and on sales so made by the Purchaser the Seller agrees to pay the Purchaser a commission of five per cent. (5%). For all such glassware as is billed by Purchaser in its name, the Purchaser agrees to account to the Seller.

The Purchaser further agrees not to manufacture glassware of the same size and style as that now on Seller's hands, until such glassware shall have been sold. The foregoing refers to orders received from the present customers of Seller.

The Purchaser further agrees to assume the Seller's contract with Earl G. Bland, of Chicago, Illinois, at a rate not

to exceed five per cent. (5%) commission on all sales, with a guaranteed minimum of Three Hundred and Fifty-five Dollars ($355.00) per month, plus office expenses of approximately Two Hundred Dollars ($200.00) per month, for the remainder of the year 1931, and to assume the contracts of such agents (shown on Schedule "A", attached hereto), as will agree to enter into similar contracts with Purchaser.

The Purchaser shall have the right to use, for a period ending August 31, 1934, the name of The Nivison-Weiskopf Company as a Glass Division of the General Glass Corporation. It shall also have the right to use the glass factory of The Nivison-Weiskopf Company for a period not to exceed four (4) months from the execution hereof. For such use of the glass factory, the Purchaser shall pay its proportionate share of all charges, including taxes, assessments, and/or all other expense which shall be properly allocated to said glass factory, together with all cost of operation thereof; but Purchaser shall pay no rental therefor.

The Purchaser agrees to indemnify the Seller and to save it harmless from any judgment for either profits, damages or costs arising out of or incident to any patent litigation which is now pending with The Hartford-Empire Company with reference to the manufacture of glass.

The Purchaser further agrees to account to the Seller promptly for any moneys which may be received by it on [fol. 17559-17560] any accounts now due to the Seller.

The Seller hereby agrees to execute, contemporaneously with the payment of the purchase price hereinbefore provided, a bill of sale, and to deliver the same, together with the possession of all of the property herein described, free and clear from all encumbrances, to the Purchaser.

In consideration of the foregoing, and as an inducement to the Purchaser to pay the purchase price aforesaid, the Seller agrees that neither it, nor any of its officers, shall, directly or indirectly, engage in the manufacture or sale of glassware (except as may be necessary to carry out the provisions of this agreement) in any portion of the United States east of the Mississippi River for a period of ten (10) years from and after the date hereof, and that it will not, directly or indirectly, come into competition with the Purchaser and will not interfere in any manner with its business, trade, good-will or customers.

In Witness Whereof, the parties have hereunto set their hands this 30th day of September, 1931.

The Nivison-Weiskopf Company, By E. L. Miller, Its President. Attest: Wm. E. Luebbert, Its Secretary, party of the First Part. (Seal.) General Glass Corporation, By J. C. Collins, Its President. Attest: Thomas C. Fulton, Its Secretary, Party of the Second Part. (Seal.)

[fol. 17561] The Nivison-Weiskopf Company

Special Meeting of the Board of Directors

A special meeting of the Board of Directors of The Nivison-Weiskopf Company was held at the offices of said Company on the thirtieth day of September, 1931, at three o'clock, P. M.

Present: Jacob Frack, R. W. Mack, E. L. Miller, constituting a quorum.
Absent: Sidney E. Miller, Emil Frank.

The President reported that an offer had been made by The General Glass Corporation for the purchase of the glass manufacturing business of the company in accordance with the terms set out in a contract, copy of which is hereto attached. The President further reported that at a special meeting of the stockholders of said company, a resolution had been passed, as follows:

"Whereas, it appears that an offer has been made for the glass manufacturing business of this company, and whereas it further appears that said business has been heretofore conducted at a loss, and that the sale thereof will therefore be for the best interests of the company;

"Now, Therefore, Be It Resolved that the Directors of this company be, and they hereby are, authorized and empowered to sell such glass manufacturing business if, as and when in their judgment it may seem best, at the best price which may then be obtainable therefor."

Thereupon the said contract was read and discussed; and, after due deliberation, it was unanimously resolved that the President and Assistant-Secretary be, and they hereby are, authorized and empowered to execute for and on behalf of the Company the proposed contract by and between

the General Glass Corporation and the Company (copy of which is hereto attached), with reference to the sale of the Company's glass manufacturing business, in accordance with the terms set out in said contract.

No further business appearing, on motion, the meeting adjourned.

(Signed) E. L. Miller, President. (Signed) Wm. E. Luebbert, Asst. Secretary. (Seal.)

Reading, Ohio, Oct. 1st, 1931.

This is to certify that the foregoing is a correct copy of the minutes of the special meeting of the Board of Directors of The Nivison-Weiskopf Company, Reading, Ohio, on the thirtieth day of September, 1931.

Wm. E. Luebbert, Asst. Secretary.

[fol. 17562] The Nivison-Weiskopf Company

Special Meeting of Stockholders

Pursuant to call, a special meeting of the stockholders of The Nivison-Weiskopf Company was held at its offices on the thirtieth day of September, 1931.

Nine persons were present, either in person or by proxy, representing 5750 shares of the Company's issued and outstanding capital stock. The meeting was called to order by E. L. Miller, who acted as Chairman; Wm. E. Luebbert acted as Secretary.

The chairman stated that negotiations had been begun by the General Glass Corporation for the purchase of the glass manufacturing business of this company. After some discussion, the following resolution was unanimously adopted:

Whereas, it appears that an offer has been made for the glass manufacturing business of this company, and whereas it further appears that said business has been heretofore conducted at a loss, and that the sale thereof will therefore be for the best interests of the company;

Now, Therefore, Be It Resolved that the Directors of this company be, and they hereby are authorized and empowered to sell such glass manufacturing business if, as and when in their judgment it may seem best, at the best price which may then be obtainable therefor.

No further business appearing, on motion, the meeting adjourned.

(Signed) E. L. Miller (Chairman). (Signed) Wm. E. Luebbert (Asst. Secretary). (Seal.)

Reading, Ohio, October 1st, 1931.

This is to certify that the foregoing is a correct copy of the minutes of the special meeting of the stockholders of The Nivison-Weiskopf Company, held at the office of the Company, Reading, Ohio, on the 30th day of September, 1931.

Wm. E. Luebbert, Asst. Secretary.

[fol. 17563] This Assignment Witnesseth:

That General Glass Corporation, a corporation organized and existing under the laws of the State of Indiana, and having a place of business at Lancaster, in the State of Ohio, in consideration of One Dollar ($1.00) to it in hand paid by Hartford-Empire Company, a corporation organized and existing under the laws of the State of Delaware, and having a place of business at Hartford, in the State of Connecticut, and of other valuable considerations, the receipt of which is hereby acknowledged, has sold, assigned and transferred, and does by these presents sell, assign and transfer unto said Hartford-Empire Company, its successors and assigns, the entire right, title and interest in, to and under certain United States Patents of Edma H. Curtis, Jr., designated as follows:

No. 1,864,186—dated June 21, 1932, Apparatus for Feeding Molten Glass.

No. 1,864,187—dated June 21, 1932, Cam and its Mounting for a Glass Feeder,

and any renewals, reissues and extensions thereof.

And the said General Glass Corporation, for the above considerations, further sets over, transfers and assigns to the said Hartford-Empire Company all claims, demands and right of action, both in law and in equity, for damages, profits or injunctions arising out of past infringement by others of either or both of the said Letters Patent.

Signed at Lancaster, Ohio, this 5th day of October, 1932.

General Glass Corporation, by I. J. Collins, President. (Seal.)

Attest: Thomas C. Fulton, Secretary.

State of Ohio,
County of Fairfield, ss:

Personally appeared before me, a Notary Public, the above-named I. J. Collins, who in my presence this 5th day of October, 1932, acknowledged the execution of the foregoing instrument, and acknowledged it to be the free act and deed of the General Glass Corporation.

F. B. ——, Notary Public. My commission expires Nov. 13, 1932. (Seal.)

Copy

[fol. 17564] Know All Men by These Presents:

That The Nivison-Weiskopf Company, a corporation under the laws of the State of Ohio, in consideration of One Dollar ($1.00) and other good and valuable considerations, to it paid by General Glass Corporation, a corporation under the laws of the State of —— the receipt whereof is hereby acknowledged, have bargained, sold, granted, and conveyed, and by these presents do bargain, sell grant, and convey unto the said General Glass Corporation, its successors and assigns, the following described property situated in the plant of the Vendor in Reading, Hamilton County, Ohio, to-wit:

12 Model LA Lynch machines,
2 Model B Lynch machines,
1 Model F Lynch machine,
2 Model R Lynch machines,
18 Bottle conveyors,
65 Crates repair parts,
16 Feeder machines,
16 Feeder boots, and
All moulds in stock.

To Have and To Hold the same unto the said General Glass Corporation, its successors and assigns forever.

And the said The Nivison-Weiskopf Company, for itself and for its successors and assigns, does hereby covenant with the said General Glass Corporation, its successors and assigns, that it is the true and lawful owner of the said described goods hereby sold, and has full power to sell and convey the same; that the title, so conveyed, is clear, free, and unincumbered; and further, that it does warrant and

will defend the same against all claim or claims of all persons whomsoever.

In Witness Whereof, the said The Nivison-Weiskopf Company, Vendor, has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed, by E. L. Miller, its President, and Sidney E. Miller, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this — day of ——, in the year of our Lord, one thousand nine hundred and thirty-one (1931).

Signed, and Delivered in Presence of R. S. Oppenheimer.

The Nivison-Weiskopf Company, by E. L. Miller, its President. (Seal.)

Attest: Sidney E. Miller, its Secretary.

This is a true and correct copy of an instrument in the files of Anchor Hocking Glass Corp.

Signed —— ——.

[fol. 17565] GOVERNMENT EXHIBIT No. 288

Nivison-Weiskopf Settlement Agreement

Hartford-Empire Company and General Glass Corporation

Agreement made this 16th day of September, 1932, by and between Hartford-Empire Company, a corporation organized under the laws of Delaware and having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and General Glass Corporation, a corporation organized under the laws of Indiana, and having a place of business at Winchester, Indiana, (hereinafter called "General"),

Witnesseth That, in consideration of the payment hereinbelow set forth and other valuable considerations, receipt of which is hereby acknowledged, and in further consideration of an assignment of even date herewith, by General to Hartford, of certain patents, the parties agree as follows:

Section 1—Payment to General. In consideration of the sale of the Nivison-Weiskopf feeders, as set forth below in Section 2, Hartford agrees to pay to General the sum of Twenty Thousand Dollars ($20,000).

Hartford agrees to pay to General the sum of Twenty Thousand Dollars ($20,000).

Section 2—Sale of Machines, etc. General hereby sells, assigns and transfers all its right, title and interest to and [fol. 17566] in all the glass feeding machines known as Nivison-Weiskopf feeders, acquired by General from the Nivison-Weiskopf Company of Reading, Ohio, together with any and all spare parts, patterns, tools, jigs and drawings relating to them. Said Nivison-Weiskopf feeders, as herein understood, are substantially the structures shown in U. S. Letters Patent Nos. 1,864,186 and 1,864,187, both dated June 21, 1932.

Section 3—Release from Infringement. Hartford hereby accepts the assignment of even date herewith of certain patents, together with the sale of the property other than the glass feeding machines set forth in the foregoing Section 2 in full settlement for all damages, profits, costs, or other claims which Hartford has, or may have, against General arising out of the use by General and/or by said Nivison-Weiskopf Company, prior to the date hereof, of said Nivison-Weiskopf feeders.

Section 4—Assignment of Inventions. In consideration of said release General also hereby sells, assigns and transfers all right, title and interest to and in any inventions acquired by it from the Nivison-Weiskopf Company and relating to the feeding of molten glass.

[fols. 17567-17569] In Witness Whereof, the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, Pres't. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

General Glass Corporation, by I. J. Collins, Pres't. (Seal.)

Attest: Thomas C. Fullton, Secretary.

[fol. 17570] GOVERNMENT EXHIBIT No. 302

Forming Machine Agreement Between Whitall Tatum Company and Hartford-Empire Company

Preamble

This Agreement, dated February 9th, 1925, between the Whitall Tatum Company, a corporation of New Jersey, having its principal place of business in Millville, New Jersey, (hereinafter designated as "Whitall Tatum"), party of the first part, and the Hartford-Empire Company, a corporation of Delaware, having its principal place of business in Hartford Connecticut, (hereinafter designated as "Hartford"), party of the second part.

Witnesseth That whereas Whitall Tatum owns certain applications for Letters Patent of the United States which are identified by names of inventors, dates of filing, Patent Office serial numbers, and titles of invention, as follows:

Benjamin T. Headley and Parke H. Thompson filed January 27, 1914, Serial Number 814,728 continuation filed October 25, 1915, Serial Number 57,800½, "Glass Working Machines",

Benjamin T. Headley and Parke H. Thompson, filed June 17, 1914, Serial Number 845,864, continuation filed November 10, 1915, Serial Number 60,744, "Glass Working Machines", and

[fol. 17571] Whereas Hartford owns or controls (1) United States patents, (2) applications for United States patents, and (3) rights in United States patents and applications owned by others, and

Whereas Hartford desires to obtain from Whitall Tatum an option to acquire license rights in the above mentioned patent rights of Whitall Tatum upon the terms and conditions herein below set forth, and Whitall Tatum is willing to grant such an option to Hartford, and

Whereas Whitall Tatum desires to obtain from Hartford a license to use certain apparatus and methods for feeding molten glass, upon the terms and conditions set forth below and also in the Feeder Agreement of even date herewith, and Hartford is willing to grant such a license to Whitall Tatum;

Now Therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Section 1. Definitions. Certain words and phrases hereinafter used shall be understood for purposes of this contract as follows:

A. Narrow-Neck. The term "narrow-neck", as used in this Agreement in reference to glassware means "narrow-neck" as this term is commonly understood in the glass industry.

[fol. 17572] *B. Forming Machine,* shall mean any machine or method commercially capable of making narrow-neck bottles such as catsup and ginger ale bottles, except the Owens suction type of machine.

C. Whitall Tatum's forming-machine inventions shall be defined as and held to include all inventions and/or assignable or divisible interests therein now owned or controlled by Whitall Tatum, relating to forming machines and/or processes commercially capable of making narrow-neck bottles such as catsup and ginger ale bottles.

D. Royalty-free forming-machines shall mean machines for forming narrow-neck glassware which are covered by a claim or claims of Whitall Tatum's patents under which Hartford is licensed herein, but which, under the provisions of this Agreement, are exempted from the payment of royalties to Whitall-Tatum.

Section 2. Hartford's License to Whitall Tatum. Hartford hereby grants to Whitall Tatum a license to take from Hartford and use under the Feeder Agreement of even date herewith between the parties hereto not less than Ten (10) nor more than Twenty (20) of Hartford's Single Feeders. If Whitall Tatum shall desire, it may at any time take and use under said Feeder Agreement Hartford's multiple glass [fol. 17573] feeders, (which are known as Hartford's Paddle-Needle Feeders) in lieu of any or all of said single feeders, but only to a number which, when used with a plurality of forming machines to one feeder, equal in productive capacity, the said ten (10) to twenty (20) Hartford Single Feeders when one forming machine is used with one Single Feeder. Hartford agrees to furnish to Whitall Tatum ten Single Feeders or the equivalent thereof in multiple feed-

ers, upon request of Whitall Tatum as promptly as reasonably possible and within one (1) year from the date hereof.

It is particularly and expressly agreed:

A. That Whitall Tatum shall have the right to cancel, without penalty and without further payment of royalties, minimum or otherwise, its said feeder license if and when Hartford shall surrender the option granted by Whitall Tatum to Hartford by Section 3 hereof, or if and when Hartford shall at any time cease to hold an exclusive license or shall take a non-exclusive license under this Agreement, or shall cancel this Agreement; or shall fail to exercise the option within the option period; and

B. That the said Feeder Agreement shall be operative and in effect only during the time up to and before the exercise or surrender of the option set forth in Sections 3, 4 and 6 hereof, and also during such time as Hartford [fol. 17574] shall hold an exclusive license hereunder, but shall terminate as soon as Hartford either (a) surrenders said option; (b) or fails to exercise the option within the option period; or (c) cancels this Agreement and all its licenses from Whitall Tatum hereunder.

Provided, that if Whitall Tatum so desires, it shall have the right to continue the use of any or all of the Feeders that Whitall Tatum may have installed under license from Hartford at the date of the termination of this Agreement, but any such continued use of the said feeders shall be under Hartford's present standard Single Feeder Contract, *Provided,* that if Paddle-Needle Feeders shall so be used, then such changes as are set forth in the said Feeder Agreement as appropriate to the use of Paddle-Needle Feeders as distinguished from Single Feeders, shall be made in said Standard Single Feeder Contract. In either such case the amendments to Sections 6, 7, 8, 10, 13, 22, and Schedule C of Schedule A of the said Feeder Agreement shall be included.

Section 3. Whitall Tatum's Option to Hartford. Whitall Tatum hereby grants to Hartford the option, upon the terms and conditions set forth herein, to acquire license rights, as herein below set forth, under all of said Whitall Tatum's forming-machine inventions, for use in producing any type of glassware.

[fol. 17575] *Section 4. Option Period.* The option granted by Whitall Tatum to Hartford by Section 3 hereof shall continue for a period of Five (5) years from the date of this Agreement, *Provided* (a) That during the first Three (3) years thereof Hartford shall not have the right to cancel this Agreement, nor to elect to take a non-exclusive license hereunder, but may do so at any time after said first three years. (b) If at any time after the said three (3) year period has expired, the United States patents covering Whitall Tatum's forming-machine inventions shall have been adequately adjudicated, so as fairly to enable the scope of forming-machine control by Whitall Tatum to be estimated, and the fact of such adequate adjudication has been determined by agreement or arbitration, then within Ninety (90) days thereafter Hartford shall make its election under the option alternatives of Section 6 hereof. If, at such time, the parties hereto do not agree as to the adequacy of adjudication, then the arbitrators shall decide such disputed question. Upon notice to Hartford of adjudication, whether within or beyond the said three-year period, the parties hereto shall either so agree or shall select arbitrators within Fifteen (15) days after said notice, and the arbitrators shall render decision upon the adequacy of the adjudication within Thirty (30) days after their appointment therefor. A decision of a Federal Circuit Court of Appeals on the merits shall be considered final for the purpose of adjudica-
[fol. 17576] tion and thereupon such arbitration shall take place, if necessary.

Section 5. Status during Option Period.

A. Hartford's obligations. While the option provided for by Sections 3, 4 and 6 hereof is in effect, Hartford agrees:

(a) That for the purpose of permitting Whitall Tatum to obtain an early issue of Whitall Tatum's said patent application No. 57,800½ now involved in interferences No. 48582 and No. 50,700, Hartford will not file any motions, and it will cause pending motions to be withdrawn, in said interferences, and Hartford will, within ten (10) days from the date hereof, cause statements to be filed in the United States Patent Office entitled in the said Interferences and signed by the assignees of record of the Graham patent No. 1,405,-204 and of the Sears application Serial No. 857,464 involved

in said Interferences; the said statements to bind the said assignees:

(1) Not to file any motions whatever in said Interferences;

(2) Not to take testimony in said Interferences;

(3) Not to oppose any motions for judgment on the record brought by Whitall Tatum in said Interferences; and

(4) Not to appeal from any judgment on the record that may be rendered in favor of Whitall Tatum in said Interferences.

[fol. 17577] (b) Hartford also agrees, that, while said option is in effect, it will repay to Whitall Tatum, as consideration for the said option, an amount equal to the royalties paid by Whitall Tatum to Hartford while the said option is in effect under the feeder licenses provided in Section 2 hereof. Said re-payment of royalties by Hartford however shall not exceed Ninety thousand (90,000) Dollars per year. In addition Hartford shall make cash payments to Whitall Tatum at the rate of Twenty thousand (20,000) Dollars per year while said option is in effect. Settlements between the parties under this paragraph shall be made monthly.

(c) During the option period no royalties shall be paid by Hartford or its licensees under said Whitall Tatum's forming-machine inventions.

B. Whitall Tatum's Obligations. While the option provided by Sections 3, 4 and 6 hereof is in effect, Whitall Tatum agrees:

(a) That it will, at its own expense, vigorously prosecute to allowance and issue, all of its applications for Letters Patent on its forming-machine inventions which are now pending in the United States Patent Office, and any divisions thereof, particularly the before recited applications of Headley & Thompson, Serial Number 57,800½ and Serial Number 60,744, or any divisions or continuations thereof.

[fol. 17578] (b) That when a patent or patents shall have been granted upon any of its said forming-machine appli-

cations, it will promptly bring suit, under said patent or patents, against some infringer or infringers, and that it will vigorously prosecute said suit or suits to final adjudication, including appeal to a Federal Circuit Court of Appeals from any adverse decision that may be rendered by any inferior court in the said suit or suits.

Provided, however, that while said option is in effect, Whitall Tatum shall not bring any such suit for infringement of any of its forming-machine patents against Hartford or against any licensee or licensees of Hartford under feeder patents or applications controlled or owned by Hartford.

(c) That under the provisions of Section 2 of this Agreement Whitall Tatum within one (1) year from the date hereof will install ten (10) Hartford Single Feeders or the equivalent thereof in Paddle-Needle Feeders and Single Feeders.

C. Forming Machine Licenses Granted During Option Period. It is agreed between the parties hereto for the purpose of preserving unencumbered title to the forming-machine inventions under which Hartford has the right to take an exclusive license as herein below provided, that prior to the time when under the terms of this Agreement Hartford shall have elected or must elect under its option, and while said option remains in effect, Whitall Tatum [fol. 17579] shall not grant any license or licenses under the forming-machine inventions to which this Agreement relates, except with the express written consent thereto of Hartford.

Section 6. Hartford's Option Alternatives. At any time from the date of this Agreement to the end of the option period provided by Sections 3, 4 and 6 hereof, Hartford may elect either (1) to take an exclusive license under all the forming machine inventions of Whitall Tatum as defined above, with the right to grant sub-licenses, or (2) after Three (3) years from the date hereof to take a non-exclusive license under the said forming-machine inventions of Whitall Tatum under the conditions hereinafter set forth.

If Hartford shall elect to take a license, either exclusive or non-exclusive, under the option granted to Hartford herein, Whitall Tatum agrees that, within Thirty (30) days

after receiving from Hartford written notice of such election, it will execute and deliver to Hartford a good and sufficient license instrument drawn in accordance with Hartford's said election; and Whitall-Tatum further agrees that, in the event that Hartford takes a license under the option granted herein, it will do any and all other and proper acts that may be needful to vest in Hartford the license so elected. Any question arising as to the proper nature of such instruments and as to their sufficiency for the purposes of this Section shall be determined by arbitration.

[fol. 17580] *Section 7. Conditions of Exclusive License.* If Hartford shall elect to take such an exclusive license under Whitall Tatum's forming-machine inventions, as hereinbefore provided, such exclusive license shall be subject to the terms and conditions set forth in Sections 8, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 23, 24 and 25 of this Agreement.

Section 8. Royalty-free forming machines. Throughout any period during which Hartford holds such an exclusive license under Whitall Tatum's forming-machine inventions, Thirty-four (34) forming machines covered by Whitall-Tatum's said forming-machine inventions shall be exempted from payment of royalties to Whitall Tatum. Such "royalty-free forming machines" are defined above in Section 1-D hereof. *Provided,* however, that such royalty-free forming machines shall be licensed by Hartford only to the Illinois Glass Company, a corporation of Illinois, (such royalty-free machines for Illinois Glass Company to be only of the present existing type now held under license by Illinois Glass Company), and/or to the Owens Bottle Company, a corporation of Ohio, and/or to subsidiaries of said Owens Bottle Company, and not to any other licensee of Hartford, and *Provided,* that not more than sixteen (16) royalty-free forming machines shall be licensed to Owens Bottle Company and/or its subsidiaries, and not more than eighteen (18) of such royalty-free forming machines of such present existing type to Illinois Glass Com-
[fol. 17581] pany, and, *Provided* further, if in any calendar year the royalties paid by Illinois Glass Company upon said eighteen machines shall exceed the sum of Forty-five thousand (45,000) Dollars, Whitall Tatum shall participate in such excess in accordance with the provisions of Section 9.

Section 9. Payments by Hartford to Whitall Tatum under Exclusive License. So long as Hartford holds such an exclusive license under Whitall Tatum's forming-machine inventions, Hartford shall make payments to Whitall-Tatum, as royalty under said exclusive license as follows:

A. A monthly amount equal to the royalties which Whitall Tatum shall have paid to Hartford for the preceding month under the feeder license granted by Hartford to Whitall Tatum as provided by Section 2 hereof, *Provided*, that the total payment by Hartford under this Sub-Section A shall not exceed Ninety thousand (90,000) Dollars in any one calendar year.

B. In addition to the payments under Paragraph A, of this Section, a participation in Hartford's collected income from licenses granted by Hartford or taken over from Whitall Tatum by Hartford on machines covered by Whitall Tatum's patents issued upon the said forming-machine inventions, whether said machines produce narrow neck or wide mouth glassware. Such participation by Whitall Tatum in Hartford's said income shall be calculated as follows: (except as provided in Section 22 hereof). [fol. 17582] (a) It is agreed that the royalty rates for a forming machine used with an automatic feeder should be fifty per cent (50%) of Hartford's present standard single feeder royalty rates and that, therefore, the present fair royalty rates for a combination or unit consisting of a Hartford Single Feeder and a forming machine are one hundred and fifty per cent (150%) of said present single feeder rates, and that on this basis, Whitall Tatum should receive forty per cent (40%) of said forming machine rate, which is thirteen and one-third per cent (13⅓%) of the total unit rate. Therefore, Hartford shall pay to Whitall Tatum thirteen and one-third per cent (13⅓%) of combined feeder and forming machine royalties collected at any given time, whether Hartford shall increase, decrease, or keep constant the unit rate, on any given installation where both the feeder and the forming machines are licensed by Hartford.

(b) If Hartford shall license any forming machine, covered by any of Whitall Tatum's patents issued upon the said forming-machine inventions, which machine is not used with a feeder also licensed by Hartford, then Hartford shall pay to Whitall Tatum a sum equivalent in abso-

lute amount to the amount which is at the given time being paid by Hartford to Whitall Tatum upon a unit licensed by Hartford, consisting of a forming machine of the same type and a feeder, as such unit is described in Paragraph (a) of this Section 9.

[fol. 17583] C. The foregoing payments to Whitall Tatum are subject to the following provisos:

(a) In the event that Hartford shall, at any time after the date of this Agreement, make improvements to its feeders of such value that it is able to obtain from its present or future licensees an additional consideration for such improvements, by way of a flat lump sum of money, payable either at once or in installments, then such payments to Hartford shall not be included in or form a basis for calculating, any payments to Whitall Tatum under this Agreement. Any question arising under this paragraph (a) shall be arbitrated.

(b) Any forming machine or machines of Hartford's present type that may now or hereafter be licensed to said Illinois Glass Company, other than the "royalty-free forming machines" referred to above, shall, so far as required by Hartford's existing contract with said Illinois Glass Company, carry a royalty of six cents (6¢) per gross on all glassware, of whatever size, produced by said machine. If such machines are covered by any of Whitall Tatum's patents issued upon the said forming-machine inventions, Whitall Tatum shall receive forty per cent (40%) of said six cents (6¢) or two and four tenths cents (2.4¢) per gross.

Section 10. Shop right retained by Whitall Tatum. Any exclusive license granted to Hartford by Whitall Tatum under this Agreement shall be subject to a non-transferable shop right retained by Whitall Tatum to use Whitall [fol. 17584] Tatum's forming-machine inventions free of royalty for use in producing any type of glassware, in any factory now or hereafter owned by Whitall Tatum, *Provided,* that said inventions shall be royalty-free only to the extent of a production of One hundred and fifty (150) tons per day during the calendar year 1925, and:

Provided further, that such limit of free production shall be increased by Fifteen (15) tons at the beginning of every

calendar year after 1925 until the total limit reaches the amount of Two hundred and seventy (270) tons of such daily production. On any excess tonnage produced above said limit, Whitall Tatum shall pay to Hartford royalties at rates fixed by Hartford but not in excess of those paid under licenses under said forming-machine inventions by other licensees of Hartford for similar ware. Any dispute as to whether the rates so fixed by Hartford exceed the said limit shall be determined by arbitration.

Section 11. Termination of Exclusive License. At any time while Hartford holds an exclusive license under this Agreement, Hartford shall have the right to terminate said exclusive license, either (1) by exchanging said exclusive license for a non-exclusive license upon the terms and conditions recited in Section 12 hereof, or (2) by canceling this Agreement absolutely.

[fol. 17585] After once electing to take a non-exclusive license, either during the option period (under Section 6 hereof) or by changing from an exclusive license to a non-exclusive license (under this present Section), Hartford shall not have the right to change to an exclusive license except with Whitall Tatum's consent.

Section 12. Conditions under which Hartford may take non-exclusive license. Whitall Tatum represents that, at the date of this Agreement, it expects that Letters Patent will issue upon its above mentioned patent applications, and that when such Letters Patent shall have been issued thereon, and shall have been adjudicated by the Courts, such patents will enable Whitall Tatum to cover completely, within the United States, all automatic and semi automatic machines and methods (other than those of the Owens Suction type) commercially capable of forming narrow neck glassware such as catsup and ginger ale bottles, wherein the blowing operations necessary thereto take place automatically in timed relation to the operation of severing and dropping the mold charges of glass and to the cycle movements of the forming molds.

Hartford shall have the right after the first three year period set forth in Section 4, to take a non-exclusive license [fol. 17586] under Whitall Tatum's forming-machine inventions, (either during the remainder of the option period or by changing from an exclusive license), but only when

Whitall Tatum's adjudicated patent or patents issued upon said forming-machine inventions do not cover completely the field set forth above in this Section 12.

A. If Hartford shall at any time so take such a non-exclusive license all forming machines then licensed by Hartford shall come under said non-exclusive license.

B. Hartford may also, after taking such non-exclusive license, issue sub-licenses under said Whitall-Tatum forming-machine inventions for forming machines owned or controlled and supplied by Hartford, for use only with feeders licensed by Hartford.

C. Hartford may also, after taking such non-exclusive license, issue under such forming-machine inventions sub-licenses for the use of forming machines not owned or controlled and supplied by Hartford. *Provided* that the parties to whom such sub-licenses are issued shall have been at the time of taking such non-exclusive license by Hartford, licensees of feeders licensed by Hartford.

D. Hartford, after taking such non-exclusive license, shall not, without the consent of Whitall Tatum, have the right to issue sub-licenses under such forming-machine inventions for the use of forming machines not owned, or controlled, and supplied by Hartford, when such sub-licensees were not at the time of Hartford's taking such non-exclusive license, licensees of feeders licensed by [fol. 17587] Hartford.

E. Upon all forming machines sub-licensed by Hartford under Paragraphs A and B of this Section, Hartford shall pay to Whitall Tatum the royalty fixed by arbitration as provided in Section 13.

F. Upon all forming machines sub-licensed by Hartford under Paragraphs C and D of this Section, Hartford shall pay to Whitall Tatum royalties which are not in excess of any royalty rates required by Whitall Tatum at the given time of any other licensee of similar forming machines for similar ware.

G. If Hartford shall apply to Whitall Tatum for a non-exclusive license under this Agreement, and if the parties hereto do not agree as to whether Whitall-Tatum's forming-machine patents so adjudicated do or do not afford such

complete coverage, then this question shall be submitted to arbitration, together with the question of the rates of royalty to be paid by Hartford under such non-exclusive license. If the arbitrators decide that Whitall Tatum's forming-machine patents so adjudicated do not in fact afford such complete coverage, Hartford shall then have the right to take a non-exclusive license under the terms and conditions set forth herein, and at the rates so established by arbitration.

Section 13. Payments by Hartford to Whitall Tatum under Non-exclusive License. During the life of any non-exclusive license granted by Whitall Tatum to Hartford [fol. 17588] under this Agreement, Hartford shall pay to Whitall Tatum on machines licensed by Hartford under Paragraphs A and/or B of Section 12 and covered by any of Whitall Tatum's patents issued upon said forming-machine inventions only such royalties as shall be decided by the arbitrators to be fair and such royalties shall not be based on a percentage of feeder royalty. Such fair royalty rates shall, as stated in said Section 12, be fixed by arbitration at the same time as the determination of Hartford's right to take a non-exclusive license, and Hartford shall pay under Paragraphs C and D of Section 12 as provided in Paragraph F of said Section 12. During such non-exclusive license period, royalties shall be paid on all forming machines licensed by Hartford and covered by any of Whitall Tatum's patents issued upon said forming-machine inventions, including the thirty-four (34) forming machines hereinbefore referred to, and Hartford shall not re-pay to Whitall Tatum any portion of feeder royalties paid by Whitall Tatum to Hartford during the life of such non-exclusive license.

Section 14. Termination of Non-exclusive License. At any time while Hartford holds a non-exclusive license under this Agreement, Hartford shall have the right to terminate and cancel said non-exclusive license absolutely and to terminate and cancel this Agreement, by giving to Whitall Tatum written notice of such cancellation as provided by Section 20 hereof.

[fol. 17589] *Section 15. Prosecution of Infringements.* During any period when Hartford shall hold an exclusive license under this Agreement, Hartford shall have the

right in the name of Whitall Tatum, but at its own expense and subject to its own direction and control to prosecute any infringement of the said Whitall Tatum patents. Whitall Tatum shall have the right to join in such suit at its own expense and with its own counsel.

If, however, Hartford shall neglect or refuse to institute such prosecution within a reasonable time after having been so requested by Whitall Tatum, or shall not proceed with such prosecution diligently, Whitall Tatum may institute such prosecution or may intervene, if such prosecution has already been instituted, and shall have the right to direct and control the same, the expenses thereof being equally divided between the parties hereto. Any dispute as to reasonable time, or diligence of prosecution, shall be settled by arbitration.

Section 16. Validity. Hartford acknowledges the validity of all United States patents that may be isued to Whitall Tatum on Whitall Tatum's forming-machine inventions, as defined above. This acknowledgment of validity shall be effective only during the continuance of this Agreement.

Section 17. Accounting. Hartford shall cause proper books and records to be kept, showing the length of time each day that the forming machines licensed by Hartford hereunder are operated and the location thereof, and the [fol. 17590] number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine, and all other facts necessary or advantageous for carrying out the purposes of this Agreement, all in such form, within reasonable limits, as shall be specified by Whitall Tatum. Such books and records shall at all reasonable times be open to the inspection of Whitall Tatum or its duly authorized agents. Hartford shall, on or before the 25th day of each month, render to Whitall Tatum a detailed and certified statement showing its receipts during the preceding month from forming-machines licensed by Hartford and covered by any of Whitall Tatum's patents issued upon said forming-machine inventions and shall pay to Whitall Tatum the royalties shown thereby to be due.

Section 18. Arbitration. A. All matters which by this Agreement, are made the subject of arbitration, shall be arbitrated by a board of arbitrators consisting of three members, one selected by and recallable by Whitall Tatum,

another selected by and recallable by Hartford, and a third selected by the other two arbitrators and removable by the other two arbitrators.

B. Each of the parties hereto shall pay the compensation and expenses of the arbitrator appointed by said party, and one-half of the compensation and expenses of the third [fol. 17591] arbitrator, and one-half of all other necessary expenses of the arbitration.

C. The decision in writing of the three arbitrators, or of any two of them, shall be final and binding, and the parties to this Agreement shall conform to and abide by said decision. Judgment may be rendered thereon in any court having jurisdiction.

D. When either party shall offer in writing to submit to arbitration any matter which, by this Agreement, is made the subject of arbitration, and shall appoint its arbitrator, and if the other party fails to appoint its arbitrator within thirty days from the date of such offer, or if either party fails, within thirty days, to appoint a successor of its arbitrator in case its arbitrator dies, or is unable or refuses to act, or is recalled as arbitrator, the arbitrator appointed by the other party shall, until such time as the party in default appoints its arbitrator, act for both; his decision in writing shall be binding on both parties as though he had been appointed by consent, and both parties shall conform to and comply therewith. The foregoing limits of time in this Paragraph D shall not be effective so far as inconsistent with the requirements for the special case covered by Section 4.

E. In case the arbitrators appointed by Whitall Tatum and Hartford shall be unable to agree upon a third arbitrator within thirty days after demand by one upon the other, the third arbitrator shall be selected by a Federal [fol. 17592] Judge chosen by the said two arbitrators.

F. In considering any matter which by this Agreement is made the subject of arbitration, the arbitrators shall take under consideration everything which they regard as relevant thereto. Any dispute as to finality or adequacy of adjudication shall be determined by the said arbitrators.

G. A board of arbitrators chosen under this section shall not be permanent, but shall cease to exist as soon as it

makes its award upon the given question or questions specifically referred to it.

Section 19. Covenants of Title. Whitall Tatum hereby covenants that it owns the unencumbered title to the above recited pending applications of Headley & Thompson, Serial Numbers 57,800½ and 60,744, and that there are no licenses of any kind outstanding under the said applications, except a shop right to Root Glass Company, a corporation of Indiana under six (6) claims of the United States Patent to Miller No. 1,350,375 which claims are represented by Whitall Tatum to be now standing in one of the said Headley & Thompson applications.

Section 20. Cancellation. A. Hartford shall have the right to terminate and cancel this Agreement and any licenses from Whitall Tatum to Hartford hereunder at any time after three years from the date hereof. In case Hartford desires to terminate and cancel this Agreement, it [fol. 17593] shall so notify Whitall Tatum in writing, and such written notification, without any further act by either of the parties, and without any judicial action, shall operate to terminate and cancel this Agreement and all of the obligations of either party hereunder. Such termination and cancellation shall be effective sixty (60) days after the date of such notification to Whitall Tatum by Hartford. No cancellation of this Agreement shall affect any right of action which may have accrued to either party at the date of such cancellation.

Section 21. Protection to Whitall Tatum on Feeders. A. If at any time while such option or such exclusive license is in existence, Whitall Tatum shall, by reason of a final judicial decree, be compelled to pay royalties to any party other than Hartford in order to continue to use any of said Twenty (20) feeders specified in Section 2 hereof, then Hartford will repay to Whitall Tatum during such time such royalties so paid to others, but not exceeding an amount calculated at the said present standard Hartford Single Feeder royalty rates.

B. Provided, that in order to impose upon Hartford the repayment obligation above set forth in this Section, Hartford shall first have been afforded prompt, early and complete opportunity to intervene in the suit resulting in

such judicial decree, and full right to direct and control the entire defense thereof at its own expense.

[fol. 17594] C. Hartford, at any time prior to the issuance of such final judicial decree shall also have the first right to effect within a reasonable time a compromise or settlement of such suit, provided that such compromise or settlement shall not in any way require or cause Whitall Tatum to pay an amount to such other party greater than the amount so to be repaid by Hartford to Whitall Tatum under the provisions of Paragraph A of this Section; it being the intention of this Paragraph C merely to give Hartford an opportunity to effect a settlement which shall be advantageous to itself, but which shall work no loss to Whitall Tatum. Any dispute under this Paragraph C shall be determined by arbitration.

Section 22. Hartford's License for Machines Other Than Narrow Neck Machines. If Whitall Tatum's forming-machine patents shall contain a claim or claims covering any glass-forming machine owned, controlled or licensed during the continuance of this Agreement by Hartford and not commercially capable of making narrow neck bottles such as catsup and ginger ale bottles, then Hartford shall have the right during the existence of this Agreement, to take a non-exclusive license (with the right to sub-license) for such machine or machines upon as favorable terms and conditions as are at the given time granted for machines of the same general character by Whitall Tatum to any other of its licensees for machines not commercially capable of [fol. 17595] making narrow neck bottles such as catsup and ginger ale bottles; or, if there are no such other licensees, then upon terms and conditions to be fixed by arbitration.

Section 23. Binding on Successors. This Agreement shall extend to and be binding upon the successors in the glass business of each party to this Agreement. The words "Illinois Glass Company" wherever used herein shall include the successors to and purchaser of the entire bottle making business of said company; and similarly the words "The Owens Bottle Company and/or its subsidiaries," wherever used herein shall include the successors to and purchaser of the respective entire bottle-making business of such respective companies.

Section 24. Term of this Agreement. This Agreement shall continue until the expiration of the latest United States patent that may be granted upon any of Whitall Tatum's said forming-machine inventions, unless sooner terminated as provided herein.

Section 25. United States Rights Only. This Agreement covers United States rights only and does not extend to any rights in countries foreign to the United States nor to income therefrom, nor to income from machines sold or leased for use in foreign countries.

[fol. 17596] *Section 26. Additional Feeders to Whitall Tatum.* If, at any given time while Hartford holds an option or an exclusive license under this Agreement, Whitall Tatum shall require a greater number of feeders than the maximum number licensed by Hartford to Whitall Tatum under Section 2 hereof in order to enable Whitall Tatum under the shop right provisions of Section 10 hereof to fulfill its actual manufacturing requirements and to operate within the limits of royalty-free tonnage prescribed for said given time by said Section 10 hereof; then and in that event Hartford agrees that it will furnish such additional feeders to Whitall Tatum, either Single Feeders or equivalent Multiple Feeders.

Provided, however, that any such additional feeders shall be licensed by Hartford to Whitall Tatum under Hartford's present standard single feeder license contract, subject to the exceptions provided in the final proviso of Section 2 hereof.

In Witness Whereof the parties hereto have hereunto caused their corporate names and seals to be affixed on the dates indicated at the places of their respective signatures, by their respective presidents or vice presidents, and attested by their respective secretaries or assistants secre-
[fols. 17597-17600] taries, duly authorized in the premises.

Whitall Tatum Company (Corporate Seal), by T. C. Tatum, President.

Attest: H. V. Brumley, Secretary.

Hartford-Empire Company (Corporate Seal), by F. Goodwin Smith, Vice President.

Attest: Herbert Knox Smith, Secretary.

[fol. 17601] GOVERNMENT EXHIBIT No. 303

Agreement Relating to Whitall Tatum Agreement

This Agreement, dated February 9th, 1925 between The Owens Bottle Company, a corporation of Ohio, (hereinafter called "Owens" and acting herein for itself and also under the power conferred upon it by Section 26 of a certain General License Agreement of April 9, 1924 between it and Hartford and others), and the Hartford-Empire Company, a corporation of Delaware (hereinafter called "Hartford"), and Hartford-Fairmont Company, a corporation of New York,

Witnesseth: That in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Owens consents to Hartford entering into a certain license agreement with the Whitall Tatum Company evidenced by two contracts, one designated as Forming Machine Agreement, and one as Feeder Agreement, both dated February 9th 1925, copies of which are attached hereto.

2. Owens agrees to pay to Hartford, in monthly installments, one-half (½) of the Twenty Thousand Dollars ($20,000.00) which Hartford shall pay to Whitall Tatum during each year the option mentioned in said Forming Machine Agreement is continued in force, but for not exceeding a maximum of Five (5) years.

3. If Hartford elects to take an exclusive license under the said Forming Machine Agreement and there are any litigation expenses paid by Hartford under the terms thereof, Owens will pay fifty per cent (50%) of such ex-
[fol. 17602] penses by permitting Hartford to deduct such fifty per cent (50%) of such expenses from Owens' share of "Divisible Income" (as that phrase is defined in the agreement of April 9, 1924, between the parties hereto and others), for the calendar year in which said litigation expenses are incurred, but if Owen's share of the "Divisible Income" for that calendar year is not large enough to cover such fifty per cent of said litigation expenses, Hartford assumes the balance not so covered.

4. During the continuance of said agreement of April 9, 1924, that is, prior to surrender or withdrawal by Owens under Section 11 of said agreement, or to dissolution of said

agreement as invalid or unenforceable, Hartford shall make no elections nor cancellations, nor permit itself to be in default under the said Forming Machine Agreement without the written consent of Owens, but if Owens and Hartford are unable to agree as to whether such elections, cancellation or default are to be made or permitted, the matter shall be arbitrated under the same terms and conditions as those set forth in the arbitration provisions of the said agreement of April 9, 1924, and in case either Owens or Hartford, against the opposition of the other, desires that any such election, cancellation or default shall be made, the arbitrators shall decide whether it is generally equitable as between the parties to said agreement of April 9, 1924 [fol. 17603] that such election, cancellation or default shall be made or not, and shall decide whether or not such election, cancelaltion or default shall be made, and shall also be empowered to readjust and reapportion the shares of Hartford and Owens in the rights and obligations assumed and obtained under said Forming Machine Agreement, to compensate for any materially unequal advantage or burden derived or arising from such election, cancellation or continuation of the said Whitall Tatum agreement.

5. During such continuation of the agreement of April 9, 1924 between Owens and Hartford, Owens and its subsidiaries named in said agreement shall (during the option period mentioned in the said Forming Machine Agreement of even date herewith and during the period of the exclusive license mentioned therein), have the right (1) to use Sixteen (16) formers free of royalty on account of the Whitall Tatum patents described in said Forming Machine Agreement, and (2) to use 24 additional formers at a royalty on account of the Whitall Tatum patents equal to the amount which Hartford in said Forming Machine Agreement is required to pay and does pay to Whitall Tatum for such use by Owens or its subsidiaries. To the extent that the agreed sum of $440,000 mentioned in paragraph (b) of Section 5 of said agreement of April 9, 1924 shall include any amount paid by Owens under clause (2) in [fol. 17604] the next preceding sentence, such agreed sum of $440,000 shall be increased by such amount.

6. In case Owens shall surrender under Section 11 of the agreement of April 9, 1924 with Hartford, or if for any reason said agreement of April 9, 1924 is held invalid or

unenforceable, thereafter Owens and its subsidiaries named in said agreement shall have the right during the option period mentioned in the Forming Machine Agreement of even date herewith and during the period of the exclusive and during the period of the non-exclusive license, all mentioned therein, to use forming machines covered by said Whitall Tatum patents, paying to Hartford monthly the amount which Hartford shall have been obliged under said Forming Machine Agreement to pay to Whitall Tatum by reason of such use of said machines by Owens.

7. In case after July 1st, 1941, (the said agreement of April 9, 1924 not having been surrendered or held invalid or unenforceable) Owens shall use any forming machines covered by said Whitall Tatum patents, then Owens shall pay to Hartford yearly a sum equal to that which Hartford, under said Forming Machine Agreement shall be obliged to pay to Whitall Tatum by reason of such use of said machines by Owens.

8. Owens shall have the right at any time upon Ninety [fols. 17605-17607] (90) days written notice to cancel all of this Agreement except Section 7 hereof, in which case Owens shall have the right to use the said Whitall Tatum patents, subject to the payment to Hartford yearly of a sum equal to that which Hartford under said Forming Machine Agreement shall be obliged to pay to Whitall Tatum by reason of such use of said patents by Owens. Furthermore, Owens shall also have the right at any time on similar notice, to cancel this present agreement entirely, including Section 7, and including the payment set forth in Section 8, *Provided* that as a condition of such complete cancellation Owens shall at the same time surrender to Hartford all right or license under said Whitall Tatum patents.

In Witness Whereof, the parties have hereunto caused their corporate names and seals to be affixed on the day and year first above written, by their respective presidents or vice-presidents, and attested by their respective secretaries or assistant secretaries, duly authorized in the premises.

The Owens Bottle Company, by W. H. Boshart, Vice President. Attest: H. H. Baker, Assistant Secretary. Hartford-Empire Company, by F. Goodwin Smith, First Vice President. Attest: Herbert Knox Smith, Secretary. Hartford Fairmont Company, by F. Goodwin Smith, President. Attest: Herbert Knox Smith, Secretary.

[fol. 17608] GOVERNMENT EXHIBIT No. 305

Forming Machine Agreement between Whitall Tatum Company and Hartford-Empire Company

Preamble

This Agreement dated June 1, 1929 between the Whitall Tatum Company, a corporation of New Jersey, having its principal place of business in Millville, New Jersey, (hereinafter designated as "Whitall Tatum"), party of the first part, and the Hartford-Empire Company, a corporation of Delaware, having its principal place of business in Hartford, Connecticut, (hereinafter designated as "Hartford"), party of the second part,

Witnesseth That,

Whereas Whitall Tatum owns certain inventions relating to glassware forming machines, as defined below, and certain applications for Letters Patent of the United States which are identified by names of inventors, dates of filing, Patent Office serial numbers, and titles of invention, as follows:

Benjamin T. Headley and Parke H. Thompson filed January 27, 1914, Serial Number 814,728 continuation filed October 25, 1915, Serial Number 57,800½, "Glass Working Machines".

[fol. 17609] Benjamin T. Headley and Parke H. Thompson filed June 17, 1914, Serial Number 845,684 continuation filed November 10, 1915, Serial Number 60,744, "Glass Working Machines", and

Whereas, Hartford owns or controls (1) United States patents, (2) applications for United States patents, and (3) rights in United States patents and applications owned by others; and

Whereas, Hartford desires to obtain from Whitall Tatum an option to acquire license rights in the forming machine inventions (defined below) of Whitall Tatum upon the terms and conditions herein below set forth, and Whitall Tatum is willing to grant such an option to Hartford; and

Whereas, Whitall Tatum desires to use, under a license from Hartford, certain apparatus and methods for feeding molten glass, upon the terms and conditions set forth below and also in a certain Feeder Agreement, dated February

9, 1925, between the same parties, and Hartford is willing to grant such a license to Whitall Tatum.

Now, Therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Section 1—Definitions. Certain words and phrases hereinafter used shall be understood for purposes of this contract as follows:

[fol. 17610] (a) *Narrow Neck*—The term "narrow neck", as used in this agreement in reference to glassware, means "narrow neck" as this term is now commonly understood in the glass industry.

(b) *Forming Machine*—shall mean any machine or method capable of making commercially narrow neck bottles such as catsup and ginger ale bottles, except the Owens suction type of machine.

(c) *Whitall Tatum's Forming Machine Inventions*—shall be defined as and held to include all inventions and/or assignable or divisible interests therein now (and during the existence of this Agreement or of any license granted to Hartford hereunder) owned or controlled by Whitall Tatum or any improvement thereon hereafter so owned or controlled relating to forming machines and/or processes capable of commercially making narrow neck bottles such as catsup and ginger ale bottles.

(d) *Royalty-free Forming Machines*—shall mean machines for forming narrow neck glassware which are covered by a claim or claims of Whitall Tatum's patents under which Hartford may take a license hereunder, but [fol. 17611] which, under the provisions of this Agreement, are exempted from the payment of royalties to Whitall Tatum.

Section 2.—Hartford's License to Whitall Tatum.

(a) Hartford hereby grants to Whitall Tatum a license to use, under the said Feeder Agreement between the parties hereto, the Twenty (20) Hartford Single Feeders now installed at the plant of Whitall Tatum. If Whitall Tatum shall desire, it may at any time take and use under said Feeder Agreement Hartford's multiple glass feeders (which are known as Hartford's Paddle Needle Feeders)

in lieu of any or all of said Single Feeders, but only to a number which, when used with a plurality of forming machines to one feeder, equal in productive capacity the said Twenty (20) Hartford Single Feeders when one forming machine is used with one Single Feeder.

(b) The said Feeder Agreement and this license to use said feeders shall continue to be operative and in effect only during the time up to and before the exercise or surrender of the option set forth in Section 4 hereof, and also during such time as Hartford shall hold an exclusive license or a non-exclusive license hereunder, but shall terminate as soon [fol. 17612] as Hartford either (1) surrenders said option; or (2) fails to exercise the option within the option period; or (3) cancels this Agreement and all its licenses from Whitall Tatum hereunder.

(c) Whitall Tatum shall have the right to cancel, without penalty and without further payment of royalties, minimum or otherwise, its said feeder license if and when Hartford shall surrender the option granted by Whitall Tatum to Hartford by Section 4 hereof, or if and when Hartford shall at any time cease to hold an exclusive license or shall take a non-exclusive license under this Agreement, or shall cancel this Agreement; or shall fail to exercise the option within the option period.

Provided, that if Whitall Tatum so desires, it shall have the right to continue the use of any or all of the Feeders that Whitall Tatum may have installed under license from Hartford at the date of the termination of the said Feeder Agreement, and feeder license, but any such continued use of the said feeders shall be under Hartford's present Standard Single Feeder Contract, *Provided,* that if Paddle Needle Feeders shall so be used, then such changes as are set forth in the said Feeder Agreement as appropriate to the use of Paddle Needle Feeders as distinguished from Single Feeders, shall be made in said Standard Single Feeder Contract. [fol. 17613] In either such case the amendments to Sections 6, 7, 8, 10, 13, 22, and Schedule C of Schedule A of the said Feeder Agreement shall be included.

Section 3—Protection to Whitall Tatum on Feeders

(a) If at any time while the option to Hartford, provided by Section 4 hereof, is in existence and unexercised, or an

exclusive license hereunder is in existence, Whitall Tatum shall, by reason of a final judicial decree, be compelled to pay royalties to any party other than Hartford in order to continue to use any of said Twenty (20) Feeders specified in Section 2 hereof, then Hartford will repay to Whitall Tatum such royalties so paid during such time to others, but not exceeding an amount calculated at the said present standard Hartford Single Feeder royalty rates.

Provided, that in order to impose upon Hartford the repayment obligation above set forth in this Section, Hartford shall first have been afforded prompt, early and complete opportunity to intervene in the suit resulting in such judicial decree, and full right to direct and control the entire defense thereof at its own expense.

(b) Hartford at any time prior to the issuance of such [fol. 17614] final judicial decree shall also have the first right to effect, within a reasonable time, a compromise or settlement of such suit, provided that such compromise or settlement shall not in any way require or cause Whitall Tatum to pay an amount to such other party greater than the amount so to be repaid by Hartford to Whitall Tatum under the provisions of Paragraph (a) of this Section, it being the intention of this Paragraph (b) merely to give Hartford an opportunity to effect a settlement which shall be advantageous to itself, but which shall work no loss to Whitall Tatum. Any dispute under this Paragraph (b) shall be determined by arbitration.

Section 4—Hartford's Option Alternatives—Whitall Tatum hereby grants to Hartford the option to elect at any time from the date of this Agreement to the end of the option period provided by Section 5 hereof, either of the following alternatives:

(a) To take an exclusive license under all the forming machine inventions of Whitall Tatum as defined above. Such exclusive license shall include and carry with it the full and complete right to Hartford to grant sub licenses thereunder, or

(b) To take a non-exclusive license under said inventions. [fol. 17615] Such non-exclusive license shall include and carry with it the right to Hartford to grant sub-licenses thereunder within the limits and conditions set forth in Section 13 hereof.

Either of said licenses shall respectively be subject to the conditions set forth herein in regard to them respectively, and shall permit the production of any and all kinds of glassware.

If Hartford shall elect to take a license, either exclusive or non-exclusive under the option granted to Hartford herein, Whitall Tatum agrees that, within Thitry (30) days after such election shall have become effective, it will execute and deliver to Hartford a good and sufficient license instrument drawn in accordance with Hartford's said election; and Whitall Tatum further agrees that, in the event that Hartford takes a license under the option granted herein, it will do any and all other and proper acts that may be needful to vest in Hartford the license so elected. Any question arising as to the proper nature of such acts and instruments and as to their sufficiency for the purposes of this Section shall be determined by arbitration.

[fol. 17616] *Section 5—Option Period and Price.* The Option granted by Whitall Tatum to Hartford by Sections 4, 12 and 15 hereof shall continue for a term of Five (5) years from the date of this Agreement, or until the patents are issued upon the main claims of said applications of Whitall Tatum referred to in the Preamble hereof, whichever period shall be the longer, unless said Option is earlier surrendered by Hartford. During such period as said Option shall remain in effect and unexercised, Hartford shall, as the price of said Option, pay to Whitall Tatum the sum of Five thousand (5,000) Dollars per month for each month of said period. The first such payment shall be for the month of June 1929, and each monthly payment shall be made at the office of Whitall Tatum in Philadelphia, Pennsylvania on or before the fifteenth (15th) day of the month next succeeding the month for which such payment is to be made.

Section 6—Status During Option Period. During the option period no royalties shall be paid by Hartford or its licensees under said Whitall Tatum's forming machine inventions. While the option provided by Section 4 hereof is in effect Whitall Tatum agrees:—

(a) That it will, at its own expense, vigorously prosecute to allowance and issue, all of its applications for Letters Patent on its forming machine inventions which are now

[fol. 17617] pending in the United States Patent Office, and any divisions thereof, particularly the before recited applications of Headley & Thompson, Serial Number 57,800½ and Serial Number 60,744, or any divisions or continuations thereof.

(b) That when a patent or patents shall have been granted upon any of its said forming machine applications, it will promptly bring suit, under said patent or patents, against some infringer or infringers, and that it will vigorously prosecute said suit or suits to final adjudication, including appeal to a Federal Circuit Court of Appeals from any adverse decision that may be rendered by any inferior court in the said suit or suits.

Provided, however, that while said Option under Sections 4 and 12 is in effect, Whitall Tatum shall not bring any such suit for infringement of any of its forming machine patents against Hartford or against any licensee or licensees of Hartford under feeder patents or applications controlled or owned by Hartford, except as provided by the Supplemental Agreement between the parties hereto dated February 9, 1925.

[fol. 17618] (c) That for the purpose of preserving unencumbered title to the forming machine inventions under which Hartford has the right to take an exclusive license as herein provided, Whitall Tatum shall not, prior to the time when under the terms of this Agreement Hartford shall have made its election under the option, set forth in Sections 4 and 12 hereof, and while said option remains in effect, grant any license or licenses under the forming machine inventions to which this Agreement relates, except with the express written consent thereto of Hartford, except as provided by the Supplemental Agreement between the parties hereto dated February 9, 1925.

Section 7—Conditions of Exclusive License. If Hartford shall elect to take such an exclusive license under Whitall Tatum's forming machine inventions, as hereinbefore provided, such exclusive license shall be subject to the terms and conditions set forth in Sections 3, 8, 9, 11, 12, 16, 17, 18, 20, 21, 22, 23, 24, and 25 of this Agreement.

Section 8—Payments by Hartford to Whitall Tatum Under Exclusive License.—So long as Hartford holds an exclusive license under Whitall Tatum's forming machine

inventions, Hartford shall make payments to Whitall Tatum as royalty under said exclusive license as follows:

[fol. 17619] (a) Hartford shall pay to Whitall Tatum the sum of Five thousand (5000) Dollars per month for each month of said exclusive license, payable at the office of Whitall Tatum in Philadelphia, Pennsylvania on or before the fifteenth day of the month next succeeding the month for which such payment is to be made.

(b) In addition to the payments under Paragraph (a) of this Section, Hartford shall pay to Whitall Tatum a participation in Hartford's collected income from licenses granted by Hartford or taken over from Whitall Tatum by Hartford on machines covered by Whitall Tatum's patents issued upon the said forming machine inventions, whether said machines produce narrow neck or wide mouth glassware. Such participation by Whitall Tatum in Hartford's said income shall be calculated as follows:—(except as provided in Section 19 hereof)——

(c) It is agreed that the royalty rates for a forming machine which is covered by Whitall-Tatum's said issued patents and is used with an automatic feeder should be Fifty (50) per cent of Hartford's present standard Single Feeder royalty rates and that, therefore, the present fair [fol. 17620] royalty rates for a combination or unit consisting of a Hartford Single Feeder and a forming machine are One hundred and fifty (150) per cent of said present Single Feeder rates, and that on this basis, Whitall Tatum should receive Forty (40) per cent of said forming machine rate, which is Thirteen and one-third (13-⅓) per cent of the total unit rate. Therefore, Hartford shall pay to Whitall Tatum Thirteen and one-third (13-⅓) per cent of combined feeder and forming machine royalties collected at any given time from units including machines covered by Whitall Tatum's issued patents, whether Hartford shall increase, decrease, or keep constant the unit rate on any given installation where both the feeder and the forming machines are licensed by Hartford.

(d) If Hartford shall license any forming machine, covered by any of Whitall Tatum's patents issued upon the said forming machine inventions, which machine is not used with a feeder also licensed by Hartford, then Hartford shall pay to Whitall Tatum a sum equivalent in ab-

solute amount to the amount which is at the given time being paid by Hartford to Whitall Tatum upon a unit li- [fol. 17621] censed by Hartford, consisting of a forming machine of the same type, and a feeder, as such unit is described in Paragraph (c) of this Section 8.

The foregoing payments to Whitall Tatum are subject to the following provisos:—

(e) In the event that Hartford shall, at any time after the date of this Agreement, make improvements to its feeders of such value that it is able to obtain from its present or future licensees an additional consideration for such improvements, by way of a flat lump sum of money, payable either at once or in installments, then such payments to Hartford shall not be included in or form a basis for calculating any payments to Whitall Tatum under this Agreement. Any question arising under this Paragraph (e) shall be arbitrated.

(f) Any forming machine or machines of Hartford's present type that may now or hereafter be licensed to the Illinois Glass Company (an Illinois Corporation with offices at Alton, Illinois), other than the "royalty free forming [fol. 17622] machines" referred to in Section 11 below, shall, so far as required by Hartford's existing contract with said Illinois Glass Company, carry a royalty of six cents (6c) per gross on all glassware of whatever size produced by said machine. If such machines are covered by any of Whitall Tatum's patents issued upon the said forming machine inventions, Whitall Tatum shall receive Forty (40) per cent of said Six cents (6c) or two and fourtenths (2.4) Cents per gross.

Section 9—Shop Rights Retained by Whitall Tatum. Any exclusive license granted to Hartford by Whitall Tatum under this Agreement shall be subject to a shop right (transferable only with the consent of Hartford) retained by Whitall Tatum to use Whitall Tatum's forming machine inventions free of royalty for use in producing any type of glassware in any factory now or hereafter owned by Whitall Tatum, *provided*, that said inventions shall be royalty-free only to the extent of a production of Two hundred and ten (210) tons per day during the calendar year 1929, and;

[fol. 17623] *Provided,* further, that such limit of free production shall be increased by Fifteen (15) tons at the beginning of every calendar year after 1929 until the total limit reaches the amount of Two hundred and Seventy (270) tons of such daily production. On any excess tonnage produced above said limit, Whitall Tatum shall pay to Hartford royalties at rates fixed by Hartford but not in excess of those paid under licenses under said forming machine inventions by other licensees of Hartford for similar ware. Any dispute as to whether the rates so fixed by Hartford exceed the said limit shall be determined by arbitration.

Section 10—Additional Feeders to Whitall Tatum. If at any time while Hartford holds an option or an exclusive license under this Agreement, Whitall Tatum shall require a greater number of feeders than the number licensed by Hartford to Whitall Tatum under Section 2 hereof, in order to enable Whitall Tatum, under the shop right provisions of Section 9 hereof, to fulfill its actual manufacturing requirements and to operate within the limits of royalty-free tonnage prescribed for said given time by said Section 9 hereof, then and in that event, Hartford agrees that it will furnish such additional feeders to Whitall Tatum, either Single Feeders or equivalent Multiple Feeders.

Provided, however, that any such additional feeders shall be licensed by Hartford to Whitall Tatum under Hartford's present standard single feeder license contract, subject to the exceptions provided in the final proviso of Sec-
[fol. 17624] tion 2 hereof.

Section 11—Royalty-Free Forming Machines. Throughout any period during which Hartford holds an exclusive license under Whitall Tatum's forming machine inventions, Thirty-four (34) forming machines covered by Whitall Tatum's said forming machine inventions shall be exempted from payment of royalties to Whitall Tatum. Such "royalfree forming machines" are defined above in Section 1 (d) hereof. Provided, however, that such royalty-free forming machines shall be licensed by Hartford only to the said Illinois Glass Company, (such royalty-free machines for Illinois Glass Company to be only of the present existing types now held under license by Illinois Glass Company), and/or to the successor to its bottle manufacturing business, and/or to the Owens Bottle Company, a corporation

of Ohio, or successors as aforesaid, and/or to subsidiaries or successors as aforesaid of said Owens Bottle Company, and not to any other licensee of Hartfore, and Provided, that not more than Sixteen (16) royalty-free forming machines shall be licensed to Owens Bottle Company or its successors and/or its subsidiaries, and not more than Eighteen (18) of such royalty-free forming machines of such present existing types to Illinois Glass Company or its successors, and, Provided further, that if in any calendar year the royalties paid by Illinois Glass Company or its said successor upon said Eighteen (18) machines shall exceed the sum of Forty-five thousand (45,000) Dollars, [fol. 17625] Whitall Tatum shall participate in such excess in accordance with the provisions of Section 8.

Section 12—Termination of Exclusive License. At any time while Hartford holds an exclusive license under this Agreement, Hartford shall have the right to terminate said exclusive license, either by exchanging said exclusive license for a non-exclusive license upon the terms and conditions recited in this Agreement, or by cancelling this Agreement absolutely. Hartford shall, however, give to Whitall Tatum written notice of such exchanging or cancellation at least One hundred and eighty (180) days before the same is to take effect.

Section 13—Conditions of Non-Exclusive License. The various arrangements for licensing forming machines shall, for the purposes of this Agreement, be divided into the following classes:

Class A. All forming machines licensed by Hartford to others at the date when Hartford gives notice of its election to take a non-exclusive license hereunder.

Class B. Any forming machine owned, or controlled and supplied by Hartford, which is licensed by Hartford after such date to be used only with a feeder licensed by Hartford.

[fol. 17626] *Class C.* Any forming machine not owned or controlled and supplied by Hartford, which is licensed by Hartford after such date to a party which, at said date, is a licensee of feeders licensed from Hartford.

Class D. Any forming machine not owned or controlled and supplied by Hartford, which is used by a party which,

at said date, was not a licensee of feeders licensed from Hartford.

Hartford may in its discretion, under a non-exclusive license taken by it hereunder, grant sub-licenses for any forming machines of either Class A, Class B, or Class C, for the making of any kind or kinds of glassware.

Hartford shall not, under such non-exclusive license, grant any such sub-licenses for forming machines of Class D, except with the written consent of Whitall Tatum.

After once electing to take a non-exclusive license, either during the option period (under Section 4 hereof) or by changing from an exclusive license to a non-exclusive license (under Section 12 hereof) Hartford shall not have the right to change to an exclusive license except with Whitall Tatum's consent.

[fol. 17627] *Section 14—Royalties Under Non-Exclusive License.* In case Hartford shall take a non-exclusive license (either under the option above set forth in Section 4 or by going from exclusive to non-exclusive license under Section 12 hereof) Hartford shall pay to Whitall Tatum as the sole royalty therefor the sum of Twenty-five hundred (2500) Dollars per month, payable monthly until Six (6) months after the patents shall issue upon the main claims of both of the patent applications named in the Preamble hereof, Serial Numbers 814,728 and 845,684. At the end of the said Six (6) months succeeding the grant of said patents, such payments of Twenty-five hundred (2500) Dollars shall cease and Hartford shall pay, as sole royalty for such non-exclusive license, the royalties set forth below in this Section 14.

During the life of any non-exclusive license granted to Hartford by Whitall Tatum hereunder, and after the six (6) month period above provided in this Section, Hartford shall pay to Whitall Tatum upon all forming machines sub-licensed hereunder by Hartford and covered by any of Whitall Tatum's patents issued upon such forming machine inventions, (except the Sixteen (16) forming machines above referred to in Section 11 as licensed or to be licensed to Illinois Glass Company), the following royalties:

(a) Upon all machines of Class A or of Class B, such royalty upon glassware manufactured by said machine as [fol. 17628] the arbitrators appointed hereunder shall de-

termine to be fair; Provided, that such royalty shall not be based on a percentage of feeder royalties, and shall in no case exceed, as a maximum, the royalty provided under Paragraph (c) of Section 8 above, or Paragraph (d) of said Section 8, as the case may be.

Before electing to take a license, whether exclusive or non-exclusive, hereunder, Hartford may require that such non-exclusive royalty under this Paragraph (a) shall first be determined by such arbitrators, in order that Hartford may consider the same in making its election.

(b) Upon machines of Class C or of Class D Hartford shall pay royalties which are not in excess of the royalty rates required by Whitall Tatum at the given time of any other licensee of similar forming machines for similar ware. If Whitall Tatum has no such licensee, said royalties shall be determined by arbitration.

(c) During the life of such non-exclusive license, after said Six (6) months' period, no payment, sum or royalty shall be payable by Hartford to Whitall Tatum other than or in addition to the royalties set forth in this Section 14.

[fol. 17629] *Section 15—Termination of Non-Exclusive License.* At any time while Hartford holds a non-exclusive license hereunder, Hartford shall have the right to terminate such non-exclusive license by cancelling this Agreement. As a condition precedent to such cancellation, Hartford shall give to Whitall Tatum written notice thereof at least One hundred and eighty (180) days before such cancellation shall become effective.

Section 16—Accounting. Hartford shall cause proper books and records to be kept, showing the length of time each day that the forming machines licensed by Hartford hereunder are operated and the location thereof, and the number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine, and all other facts necessary or advantageous for carrying out the purposes of this Agreement, all in such form, within reasonable limits, as shall be specified by Whitall Tatum. Such books and records shall at all reasonable times be open to the inspection of Whitall Tatum or its duly authorized agents. Hartford shall, on or before the 25th day of each month, render to Whitall Tatum a detailed and certified

statement showing its receipts during the preceding month [fol. 17630] from forming machines upon which Hartford has granted licenses and covered by any of Whitall Tatum's patents issued upon said forming machine inventions and shall pay to Whitall Tatum the royalties shown thereby to be due.

Section 17—Prosecution of Infringements. During any period when Hartford shall hold an exclusive license under this Agreement, Hartford shall have the right, in the name of Whitall Tatum but at its own expense and subject to its own direction and control, to prosecute any infringement of the said Whitall Tatum patents. Whitall Tatum shall have the right to join in such suit at its own expense and with its own counsel.

If, however, Hartford shall neglect or refuse to institute such prosecution within a reasonable time after having been so requested by Whitall Tatum, or shall not proceed with such prosecution diligently, Whitall Tatum may institute such prosecution or may intervene, if such prosecution has already been instituted, and shall have the right to direct and control the same, the expense thereof being equally divided between the parties hereto. Any dispute as to reasonable time, or diligence of prosecution, shall be settled by arbitration.

Section 18—Validity. Hartford acknowledges the validity of all United States patents that may be issued to Whitall Tatum on Whitall Tatum's forming machine inventions, as defined above. This acknowledgement of validity shall [fol. 17631] be effective only during the continuance of this Agreement.

Section 19—Hartford's License for Machines other than Narrow Neck Machines. If Whitall Tatum's forming machine patents shall contain a claim or claims covering any glass-forming machine owned, controlled or licensed during the continuance of this Agreement by Hartford and not commercially capable of making narrow neck bottles such as catsup and ginger ale bottles, then Hartford shall have the right during the existence of this Agreement to take a non-exclusive license (with the right to sub-license) for such machine or machines upon as favorable terms and conditions as are at the given time granted for machines of the same general character by Whitall Tatum to any other of

its licensees for machines not commercially capable of making narrow neck bottles such as catsup and ginger ale bottles; or, if there are no such other licenses, then upon terms and conditions to be fixed by arbitration.

Section 20—Covenants of Title. Whitall Tatum hereby covenants that it owns the unencumbered title to the above recited pending applications of Headley & Thompson, Serial Numbers 57,800½ and 60,744, and to all now existing patents and applications under which a license may be taken by Hartford under this Agreement, and further covenants that there are no licenses of any kind outstanding under the said applications, except a shop right to Root Glass [fol. 17632] Company, a corporation of Indiana under six (6) claims of the United States Patent to Miller No. 1,350,375 which claims are represented by Whitall Tatum to be now standing in one of the said Headley & Thompson applications.

Section 21—United States Rights Only. This Agreement covers United States rights only and does not extend to any rights in countries foreign to the United States nor to income therefrom, nor to income from machines sold or leased for use in foreign countries.

Section 22—Term of this Agreement. The licenses under this Agreement shall continue until the expiration of the latest United States patent that may be granted upon any of Whitall Tatum's said forming machine inventions, unless sooner terminated as provided herein.

Section 23—Arbitration. All matters which by this Agreement are made the subject of arbitration shall be arbitrated by a board of arbitrators consisting of three members, one selected by and recallable by Whitall Tatum, another selected by and recallable by Hartford, and a third selected by the other two arbitrators and removable by the other two arbitrators.

Each of the parties hereto shall pay the compensation and expenses of the arbitrator appointed by said party, and one-half of the compensation and expenses of the third [fol. 17633] arbitrator, and one-half of all other necessary expenses of the arbitration.

The decision in writing of the three arbitrators, or any two of them, shall be final and binding, and the parties

to this Agreement shall conform to and abide by said decision. Judgment may be rendered thereon in any court having jurisdiction.

When either party shall offer in writing to submit to arbitration any matter which, by this Agreement, is made the subject of arbitration, and shall appoint its arbitrator, and if the other party fails to appoint its arbitrator within thirty days from the date of such offer, or if either party fails, within thirty days, to appoint a successor of its arbitrator in case its arbitrator dies, or is unable or refuses to act, or is recalled as arbitrator, the arbitrator appointed by the other party shall, until such time as the party in default appoints its arbitrator, act for both, his decision in writing shall be binding on both parties as though he had been appointed by consent, and both parties shall conform to and comply therewith. The foregoing limits of time in this Paragraph shall not be effective so far as inconsistent with the requirements for the special case covered by Section 14, Paragraph (a).

In case the arbitrators appointed by Whitall Tatum and Hartford shall be unable to agree upon a third arbitrator within thirty days after demand by one upon the other, [fol. 17634] the third arbitrator shall be selected by a Federal Judge chosen by the said two arbitrators.

In considering any matter which by this Agreement is made the subject of arbitration, the arbitrators shall take under consideration everything which they regard as relevant thereto. Any dispute as to finality or adequacy of adjudication shall be determined by the said arbitrators.

A board of arbitrators chosen under this Section shall not be permanent, but shall cease to exist as soon as it makes its award upon the given question or questions specifically referred to it.

Section 24—Cancellation of Agreement. Hartford shall have the right to terminate and cancel this Agreement and any licenses from Whitall Tatum to Hartford hereunder at any time after the date hereof. In case Hartford desires to terminate and cancel this Agreement, it shall so notify Whitall Tatum in writing, and such writtten notification, without any further act by either of the parties, and without any judicial action, shall operate to terminate and cancel this Agreement and all of the obligations of either party hereunder, Provided, that such termination and cancella-

tion shall only become effective One hundred and eighty (180) days after the date of such notification to Whitall Tatum by Hartford. No cancellation of this Agreement shall affect any right of action which may have accrued to [fol. 17635] either party at the date of such cancellation.

Section 25—Binding on Successors. This Agreement shall extend to and be binding upon the successors in the glass business of each party to this Agreement. The words "Illinois Glass Company" wherever used herein shall include the successors to and purchase of the entire bottle making business of said Company, and similarly the words "The Owens Bottle Company and/or its subsidiaries", wherever used herein shall include the successors to and purchasers of the respective entire bottle making business of such respective Companies.

Section 26—Cancellation of Old Agreement. The Forming Machine Agreement between the parties hereto, dated February 9, 1925, is hereby cancelled.

Section 27—Feeder, Supplemental and Cox Agreements. There are now also outstanding betwen the parties hereto three other agreements, to wit,

Feeder Agreement dated February 9, 1925, Supplemental Agreement dated February 9, 1925, and Agreement as to Cox patent dated April 20, 1929.

and it is desired to maintain in effect the substance of these Agreements, with such changes in form as are necesary to adapt them to this present Forming Machine Agreement.

[fol. 17636] *Feeder Agreement*

Therefore, it is agreed that said Feeder Agreement shall be considered as amended in the following particulars:

(a) The Forming Machine Agreement referred to therein

(b) The sections of said Forming Machine Agreement referred to in Section 3 of the Feeder Agreement shall be Sections 2 and 3 of this present Agreement.

(c) The Section of said Forming Machine Agreement referred to in Section 4 of the Feeder Agreement shall be Section 2 (b) of this present Agreement.

(d) Otherwise said Feeder Agreement shall in no way be cancelled by this present Agreement.

Supplemental Agreement

It is further agreed that said Supplemental Agreement shall be considered as amended in the following particulars:

(a) The Forming Machine Agreement referred to therein shall be considered as being this present Agreement.

(b) The Proviso of the Section of said Forming Machine [fol. 17637] Agreement referred to in Section I of said Supplemental Agreement shall be the Proviso in Section 6, Paragraph (b) of this present Agreement.

(c) Otherwise said Supplemental Agreement shall in no way be cancelled by this present Agreement.

Agreement as to Cox Patent

It is further agreed that said Agreement as to Cox Patent shall be considered as amended in the following particulars:

(a) The Forming Machine Agreement referred to in said Agreement as to Cox Patent shall be considered as being this present Agreement.

(b) That otherwise said Agreement as to Cox Patent shall in no way be cancelled by this present Agreement.

In Witness Whereof the parties hereto have hereunto caused their corporate names and seals to be affixed on the dates indicated at the places of their respective signatures, by their respective presidents or vice presidents, and attested by their respective secretaries, duly authorized in [fols. 17638-17639] the premises.

Whitall Tatum Company, (Corporte Seal) by T. C. Tatum, President. Attest: H. V. Brumley, Secretary, W. C. Heue.

Hartford-Empire Company, (Corporate Seal) by F. Goodwin Smith, President. Attest: Herbert Knox Smith, Secretary, Alfred M. Pease.

[fol. 17640] GOVERNMENT EXHIBIT No. 306

Agreement Relating to Whitall-Tatum Agreement

This Agreement dated June 1, 1929 between the Hartford-Empire Company (hereinafter called "Hartford") a corporation organized under the laws of Delaware and having a place of business at Hartford, Connecticut, and

The Owens-Illinois Glass Company (hereinafter called "Owens"), a corporation organized under the laws of Ohio and having a place of business at Toledo, Ohio, *Witnesseth*

Whereas said Owens is the same corporation under a different name as The Owens Bottle Company which was a party, together with said Hartford and others, to a certain Hartford-Owens General License Agreement dated April 9, 1924, (hereinafter called "General License Agreement"),

Whereas Hartford and The Owens Bottle Company entered into a certain "Agreement Relating to Whitall-Tatum Agreement" dated February 9, 1925, the subject matter of which concerned a certain "Forming Machine Agreement between Whitall-Tatum Company and Hartford-Empire Company" dated February 9th, 1925, and a certain "Feeder Agreement between Whitall-Tatum Company and Hartford-Empire Company" dated February 9th, 1925 and,

Whereas said Forming Machine and Feeder Agreements have been revised to give effect to modifying circumstances,

Now Therefore, in consideration of these premises and the covenants hereinafter set forth said Hartford and [fol. 17641] Owens agree as follows:

Section 1—Consent of Owens. Owens hereby consents to Hartford entering a certain Forming Machine Agreement between Whitall-Tatum Company and Hartford-Empire Company dated June 1, 1929, (hereinater called "Forming Machine Agreement").

Section 2—Payments by Owens. Furthermore, Owens agrees to pay to Hartford in monthly installments,

(a) One-half (½) of the Five thousand (5,000) Dollars per month which Hartford shall pay to Whitall-Tatum during each month that the option mentioned in Section 5 of said Forming Machine Agreement is continued in force; or

(b) One-half (½) of the Five thousand (5,000) Dollars per month that Hartford shall pay to Whitall-Tatum each month during the continuance of the exclusive license referred to in Section 8 of said Forming Machine Agreement; or

(c) One-half (½) of the Twenty-five hundred (2,500) Dollars per month which Hartford shall pay to Whitall-

Tatum each month during the continuance of the non-exclusive license specified in Sections 13 and 14 of said Forming Machine Agreement,

Provided, that when, in accordance with the terms of Section 14 of the said Forming Machine Agreement such patents shall have issued as are therein specified and Six (6) months shall also have elapsed after the issue of such patents, Owens shall no longer be obligated to pay under this paragraph (c) of Section 2 of this present Agreement. [fol. 17642] It is further agreed that any participation in royalties, which participation is paid to Whitall-Tatum by Hartford, or any royalties based on the licensing of machines by Hartford and paid to Whitall-Tatum by Hartford under and by virtue of said Forming Machine Agreement, during the continuance of either said exclusive license or said non-exclusive license specified in said Forming Machine Agreement, shall be deducted by Hartford from its income from Licensed Inventions (as defined in said General License Agreement) before calculating the "Divisible Income" defined in said Agreement of April 9, 1924.

Section 3—Division of Litigation Expense. If Hartford elects to take an exclusive license under the said Forming Machine Agreement and there are any litigation expenses paid by Hartford under the terms thereof, Owens will pay to Hartford fifty per cent (50%) of such expenses by permiting Hartford to deduct such fifty per cent of such expenses from Owens' share of "Divisible Income" (as defined in said General License Agreement) for the calendar year in which said litigation expenses are incurred, but if Owens' share of the "Divisible Income" for that calendar year is not large enough to cover such fifty per cent of said litigation expenses, Hartford assumes the balance not so covered.

Section 4—Election or Cancellation by Hartford. During the continuance of said General License Agreement, that is, prior to surrender or withdrawal by Owens under Sec- [fol. 17643] tion 11 of said Agreement, or to dissolution of said Agreement as invalid or unenforceable, Hartford shall make no elections nor cancellations, nor permit itself to be in default under the said Forming Machine Agreement without the written consent of Owens, but if Owens and Hartford are unable to agree as to whether such elections,

cancellation or default are to be made or permitted, the matter shall be arbitrated under the same terms and conditions as those set forth in the arbitration provisions of the said General License Agreement, and in case either Owens or Hartford, against the opposition of the other, desires that any such election, cancellation or default shall be made, the arbitrators shall decide whether it is generally equitable as between the parties to said General License Agreement that such election, cancellation or default shall be made or not, and shall decide whether or not such election, cancellation or default shall be made, and shall also be empowered to readjust and reapportion the shares of Hartford and Owens in the rights and obligations assumed and obtained under said Forming Machine Agreement, to compensate for any materially unequal advantage or burden derived or arising from such election, cancellation or continuation of the said Forming Machine Agreement.

Section 5—Royalty Free Formers. During such continuation of the General License Agreement between Owens and Hartford, Owens and its subsidiaries named in said [fol. 17644] Agreement shall have the right,

(a) During the continuance of the option period mentioned in the said Forming Machine Agreement and during the period of the exclusive license or of the non-exclusive license therein mentioned, to use, free of royalty on account of the Whitall-Tatum patents described in said Forming Machine Agreement, Eighteen (18) forming machines of the types held, on June 1, 1929, under the General License Agreement of May 9, 1924, from Hartford to Illinois Glass Company, and by Illinois assigned to Owens.

(b) During such continuance of option period and of the said exclusive license, to use, so free of royalty Sixteen (16) additional forming machines without restriction as to type.

(c) During such continuance of option period and of the said exclusive license, to use Six (6) additional forming machines at a royalty on account of the Whitall-Tatum patents equal to the amount which Hartford in said Forming Machine Agreement is required to pay and does pay to Whitall-Tatum for such use by Owens or its subsidiaries. To the extent that the agreed sum of Four hundred forty thousand (440,000) Dollars mentioned in paragraph (b) of Section 5 of said Hartford-Owens General License Agree-

ment shall include any amount paid by Owens under this clause (c), such agreed sum of Four hundred forty thousand (440,000) Dollars shall be increased by such amount.

[fol. 17645] The total number of formers free of royalty, referred to in this Section 5 of this Agreement shall not, however, at any given time exceed the number of free units allowed to Owens at that time under the provisions of Section 5, paragraph (b), of said Hartford-Owens General License Agreement. Upon such of these formers as shall be taken from the category of free units under the provisions of the next preceding sentence hereof, royalties, on account of the Whitall-Tatum patents, shall be payable by Owens to Hartford, equal to the amount which Hartford by said Forming Machine Agreement is required to pay and does pay by reason of such use by Owens and its subsidiaries.

Section 6—Surrender by Owens—Dissolution. In case Owens shall surrender under Section 11 of said General License Agreement, or if for any reason said General License Agreement is held invalid or unenforceable, thereafter Owens and its subsidiaries named in said Agreement shall have the right during the option period mentioned in said Forming Machine Agreement and during the period of the exclusive and during the period of the non-exclusive license, all mentioned therein, to use forming machines covered by said Whitall-Tatum patents, paying to Hartford monthly the amount which Hartford shall have been obligated under said Forming Machine Agreement to pay to Whitall-Tatum by reason of such use of said machines by Owens.

Section 7—After 1941. In case after July 1st, 1941, (the [fol. 17646] said Hartford-Owens General License Agreement not having been surrendered or held invalid or unenforceable) Owens shall use any forming machines covered by said Whitall-Tatum patents, then Owens shall pay to Hartford yearly a sum equal to that which Hartford, under said Forming Machine Agreement, shall be obliged to pay to Whitall-Tatum by reason of such use of said machines by Owens.

Section 8—Cancellation by Owens. Owens shall have the right at any time upon Ninety (90) days written notice to

cancel all of this Agreement except Section 7 hereof, in which case Owens shall have the right to use the said Whitall-Tatum patents, subject to the payment to Hartford yearly of a sum equal to that which Hartford under said Forming Machine Agreement shall be obligated to pay to Whitall-Tatum by reason of such use of said patents by Owens. Furthermore, Owens shall also have the right at any time on similar notice, to cancel this present Agreement entirely, including Section 7, and including the payment set forth in Section 8, *Provided,* that as a condition of such complete cancellation Owens shall at the same time surrender to Hartford all right or license under said Whitall-Tatum patents.

[fol. 17647] *Section 9—Cancellation of Agreement of February 9, 1925.* The said "Agreement Relating to Whitall-Tatum Agreement, between Hartford and Owens, dated February 9, 1925, is hereby cancelled.

In Witness Whereof the parties hereto have hereunto and to a duplicate hereof caused their corporate names and seals to be affixed, by their respective presidents or vice-presidents and attested by their respective secretaries or assistant secretaries, duly authorized thereto.

Owens-Illinois Glass Company, by Wm. E. Levis, President and General Manager.

Attest: John H. McNerney, Secretary.

Hartford-Empire Company, by F. Goodwin Smith, President.

Attest: Herbert Knox Smith, Secretary.

[fol. 17648] [Stamp:] Received and recorded in U. S. Patent Office Apr. 7, 1925. In Liber U123, page 554 of Transfers of Patents. Thomas S. Robertson, Commissioner of Patents. Exm. v. c.

GOVERNMENT EXHIBIT No. 307

Assignment

Whereas the United Bottle Machinery Company, a corporation of the State of New York, has by an instrument dated February 16th, 1925, assigned to George Alexander and

Marshall J. Dodge of the City and State of New York, as trustees for the holders of notes of the said United Bottle Machinery Company, the entire right, title and interest in and to certain letters patent of the United States identified as follows:

Patent No. 900,037, granted Sept. 29, 1908 to United Bottle Machinery Company, as assignee by mesne assignments from Frank H. Pierpont;

Patent No. 998,921, granted July 25, 1911 to United Bottle Machinery Company, as assignee by mesne assignments from Francis W. Pawling;

Patent No. 1,343,183, granted June 8, 1920 to United Bottle Machinery Company, as assignee of Sydney L. Sears;

Patent No. 1,388,654, granted August 23, 1921 to United Bottle Machinery Company, as assignee of Frank H. Lobb; and

Whereas, the said George Alexander and Marshall J. Dodge are the holders of the record title in and to certain pending applications for letters patent of the United States, identified as follows:

Application of Sydney L. Sears, Serial No. 857,464, filed August 19, 1914, renewed Sept. 21, 1921, Serial No. 502,181, assigned by said Sydney L. Sears to United Bottle Machinery Company by an assignment executed August 14, 1914 and recorded August 19, 1914 in Liber J-95, page 345 of "Transfers of Patents" in the U. S. Patent Office, and assigned by said United Bottle Machinery Company to the said George Alexander and Marshall J. Dodge, trustees, by an instrument executed Nov. 12, 1924 and recorded Nov. 13, 1924 in Liber R-122, page 565 of "Transfers of Patents" in the U. S. Patent Office;

[fol. 17649] Application of Sydney L. Sears, Serial No. 689,995, filed Feb. 1, 1924, "Bottle Making Machines", the said application being a division of the above identified application of the said Sydney L. Sears, Serial No. 857,464 (renewal Serial No. 502,181);

Application of Frank H. Lobb, Serial No. 274,449, filed Feb. 1, 1919 "Machine for Molding Molten Glass and the Like", assigned by the said Frank H. Lobb to the said George Alexander and Marshall J. Dodge, trustees, by an

instrument recorded Feb. 1, 1919 in Liber A-106, page 206, of the "Transfers of Patents" in the U. S. Patent Office;

Application of Frank H. Lobb, Serial No. 282,768, filed March 15, 1919 "Device for Discharging Molten Material", assigned by the said Frank H. Lobb to said George Alexander and Marshall J. Dodge, trustees, by an instrument executed March 5, 1919 and recorded March 15, 1919 in Liber B-106, page 391, of the "Transfers of Patents" in the U. S. Patent Office;

Application of Frank H. Lobb, Serial No. 465,440, filed April 29, 1921, "Machine for Making Articles from Molten Material", assigned by the said Frank H. Lobb to the said George Alexander and Marshall J. Dodge, trustees, by an instrument executed April 26, 1921 and recorded April 29, 1921 in Liber F-113, page 87 of "Transfers of Patents" in the U. S. Patent Office; and

Whereas Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business in Hartford, Connecticut, is desirous of acquiring the entire right, title and interest in and to the above identified applications, letters patent, and the inventions set forth therein, and the said George Alexander and Marshall J. Dodge, trustees, are willing to convey the said inventions, applications and letters patent to the said Hartford-Empire Company;

Now Therefore, in consideration of one dollar ($1.00) in hand paid by the said Hartford-Empire Company to the said George Alexander and Marshall J. Dodge, trustees, and of other good and valuable considerations, the receipt [fol. 17650] whereof is hereby acknowledged, we, the said George Alexander and Marshall J. Dodge, trustee, hereby sell, assign and set over to the said Hartford-Empire Company, its successors and assigns, the entire right, title and interest in and to all of the above identified applications and letters patent, together with the inventions set forth therein, and with any and all divisions or continuations of the said applications and any re-issues or extensions of the said letters patent; and the said George Alexander and Marshall J. Dodge hereby authorize and request the Commissioner of Patents to issue letters patent upon the above identified

pending applications in accordance with the terms of this instrument.

Geo. Alexander, Trustee; Marshall J. Dodge, Trustee.

Witnesses: Grace Johnson.

* * * * * * *

[fol. 17651] GOVERNMENT EXHIBIT No. 327

Contract

Agreement made this 21st day of August, 1933, by and between Edward Miller of Columbus, Ohio, doing business under the name of Miller Machine & Mold Works, of the first part, and Lynch Corporation, a corporation of Indiana, with its principal place of business at Anderson, Indiana, of the second part.

In consideration of the premises and of the sum of Four Hundred Fifty Thousand Dollars ($450,000.00) in lawful money of the United States to be paid by Lynch Corporation to Edward Miller, receipt of Two Hundred Fifty Thousand Dollars ($250,000.00) of which is hereby acknowledged, and the balance of Two Hundred Thousand Dollars ($200,000.00) to be paid on or before sixty (60) days from the date of this agreement, plus interest thereon at five per cent (5%), and in further consideration of the mutual covenants hereinafter contained. It is Agreed by the parties as follows:

1. Edward Miller does hereby sell, assign, deliver, convey and set over unto Lynch Corporation, its successors and assigns forever the going glass machinery manufacturing business conducted by Edward Miller as an individual at 705 Ann Street in the City of Columbus, Ohio, under the name and style of Miller Machine & Mold Works, together with all of the real estate, machinery, fixtures, materials, both finished and unfinished, supplies used in connection with said business, and the trade rights, trade names, trademarks, patents and applications for patents of the United States and all foreign countries, formulae, recipes, inventions, patterns, drawings, jigs, special tools, office furniture and fixtures, his books, files and records, and all other prop-

[fol. 17652] erty, real, personal and mixed, of every kind and character, incident to or connected with the operation of said business, excepting (1) moneys on hand and in bank and (2) accounts, notes and bills receivable for services performed and machinery, equipment and other merchandise delivered prior to the date hereof. Accounts, notes and bills receivable for machinery, equipment and other merchandise delivered or to be delivered after the date hereof are assigned to and are the property of Lynch Corporation, and Edward Miller shall pay to Lynch Corporation the sum of all deposits or advance payments made by customers or purchasers from Edward Miller on account of deliveries made or to be made subsequent to the date hereof.

2. A deed for the real estate above mentioned is concurrently herewith being executed and delivered by Edward Miller, together with separate assignments of trade-marks, patents and applications for patents. Edward Miller further agrees to execute and deliver to Lynch Corporation, its successors and assigns, all such further or separate assignments, agreements, conveyances, transfers and definitive bills of sale which Lynch Corporation, its successors or assigns, may at any time reasonably request for the better assuring to it or to them of the title to the said property and assets, or any part thereof, or for the purpose of making record of such title.

3. Edward Miller and his duly accredited agents shall for the period of one (1) year after the date hereof have access to and the right to examine at all reasonable times the books, records and business correspondence used by him in connection with his said business.

[fol. 17653] 4. Edward Miller hereby warrants that the real and personal property hereby and by said deed and assignments conveyed are free and clear of any and all liens and encumbrances whatsoever, including taxes and assessments, and that there are no licenses, options, agreements, liens or encumbrances outstanding under, against or with respect to any of said inventions, patents or applications for patents or patents to issue on said applications, or any of said other property, and further excepting the implied license to use the sundry glass working machines and equipment heretofore sold by Edward Miller and embodying one or more of the inventions described in said patents and appli-

cations for patents. Edward Miller will promptly pay all indebtedness and liabilities incurred or arisen in the conduct of said business and will and does hereby indemnify Lynch Corporation against any and all such indebtedness and liabilities.

5. Edward Miller will disclose to Lynch Corporation any and all inventions with respect to glass feeding or glass working machinery, methods or processes which he may, within the period of ten (10) years next ensuing after the date hereof, make, discover or invent and will, upon the request of Lynch Corporation, its successors or assigns, assign the United States rights, and in all foreign countries, thereto to Lynch Corporation, its successors or assigns, and on the request and at the expense of Lynch Corporation, its successors or assigns, will make application for patents therefor to the United States Patent Office and to the proper officials, office or bureau of any and all foreign countries, and assign such applications to Lynch Corporation, its successors or assigns, and will in all proper ways assist [fol. 17654] Lynch Corporation, its successors or assigns, to secure the issuance of United States and foreign patents thereon to it or them.

6. Edward Miller hereby specifically agrees that he will not again, directly or indirectly, as owner, corporate officer, agent or otherwise, engage in the business of manufacturing or selling glass feeding or glass working machinery or permit others to use his name in such business or aid or assist, by services or money, any such business, within the United States of America, with the exception of the State of New Mexico, for a period of ten (10) years from the date hereof,

7. Edward Miller hereby agrees that Lynch Corporation its successors or assigns, may use the name "Miller Machine & Mould Works" or any variation thereof, either alone or in combination with the name of the Lynch Corporation or any variation thereof, and the Lynch Corporation, its successors and assigns, may prevent others from using such name or names in the glass feeding and glass working machinery business.

8. Edward Miller warrants that he has disclosed to Lynch Corporation all contracts, agreements, orders and commitments for the sale of machinery, equipment, parts, merchandise, and supplies and all contracts for the purchase of

machinery, equipment, services, materials and supplies and for the services or compensation of employees, agents or others, in connection with his said business. Lynch Corporation assumes no liability or obligations whatsoever of Edward Miller excepting the obligation to perform the contracts of Miller set forth on the schedule hereto attached and marked "Schedule 1".

[fols. 17655-17658] Additional items may be added to said Schedule 1, with the same effect as though originally included therein, on the written approval of both parties hereto. Edward Miller agrees that he will pay and discharge, and will hold Lynch Corporation harmless from, all claims for breaches by him of any of said agreements, contracts or commitments set forth on Schedule 1 and from payment for services rendered, or goods, wares or merchandise delivered, thereunder, prior to the date hereof. Lynch Corporation will hold Edward Miller harmless from all claims for breaches thereof by it, and from all claims for services rendered, or for goods, wares and merchandise delivered to it, thereunder, subsequent to the date hereof.

9. Edward Miller hereby assigns, and, if, required, will by separate and proper instruments assign, all his rights, and interest under all policies of insurance held by him on or in respect of the assets and properties conveyed or agreed to be conveyed hereunder, or any part thereof.

10. This instrument and each and every part thereof shall inure to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors and assigns.

In Witness Whereof Edward Miller has hereunto signed his name and Lynch Corporation has caused its name to be affixed by its President at 10 o'clock A. M. on the day and year first above written.

Edward Miller, Lynch Corporaion, by T. C. Werbe, President.

Signed in the presence of: W. B. McLeskey.

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[fol. 17659] GOVERNMENT EXHIBIT No. 328

License Agreement between Owens-Illinois Glass Company and Lynch Corporation

Agreement made this 23rd day of August, 1933, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business in Toledo, Ohio (hereinafter sometimes called "Owens"), and Lynch Corporation, an Indiana corporation, having its principal place of business in Anderson, Indiana (hereinafter sometimes called "Lynch");

Whereas, Owens has for many years been engaged in the development and use of glass working machinery involving Suction Inventions, hereinafter defined, and is itself a large user of such inventions in the manufacture of glassware; and

Whereas, Lynch has for many years been engaged in the manufacture of glass working machinery not involving Suction Inventions as hereinafter defined; and

Whereas, each, respectively, owns inventions, applications for letters patent and patents of the United States relating to the suction process of manufacturing glassware; and

[fol. 17660] Whereas, the parties are in disagreement as to their rights and obligations with respect to said Suction Inventions and machinery, equipment and processes involving the same; and

Whereas, Owens desires to be enabled to continue the use and development of its present machinery, methods and processes involving the suction process of manufacturing glassware and to use the inventions of Lynch therein; and

Whereas, the parties now desire to adjust their differences and settle all controversies with respect to said inventions;

Now, Therefore, in consideration of the premises and of the mutual promises and covenants herein contained, It Is Agreed as Follows:

1. *Definition of Suction Inventions.* Suction inventions shall be defined and held to include all inventions and/or assignable or divisible interests therein, now owned or controlled, or hereafter and prior to January 1, 1951, owned, acquired or controlled by either party when embodied in

apparatus for or methods of drawing glass by suction into molds, and/or forming the glass so drawn, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold.

[fol. 17661] 2. *Payment by Owens.* Contemporaneously with the execution hereof, Owens has paid to Lynch the sum of One Hundred Twenty-five Thousand Dollars ($125,000), the receipt of which is hereby acknowledged by Lynch.

3. *Lynch's License to Owens.* Lynch grants to Owens, royalty free, [a nonexclusive (2-16-40)]* assignable and divisible license to make, use and sell the Suction Inventions of Lynch and to make, use, sell, lease, license and otherwise deal in and with machines, methods and processes involving or embodying said Lynch Suction Inventions.

4. *Assignment of Drawings, Parts, etc.* Owens hereby sells, assigns and delivers to Lynch all drawings, designs, patterns, jigs, special tools, castings and finished parts acquired by Owens from The O'Neill Machine Company on or about the sixth day of May, 1933, and relating to bottle making machines, an itemized list of the articles and things hereby sold and assigned being attached hereto, marked "Schedule 1".

5. *License to Lynch for Repair Parts.* Owens hereby grants to Lynch the right under Owens [Cancel "and Lynch" (2/16/40)]* Suction Inventions to make and sell repair parts solely for repair of the O'Neill Vacuum Bottle Making Machines, heretofore manufactured by The O'Neill Machine Company and now outstanding in the hands of the users thereof, but for no other use or purpose. Such parts shall not be furnished or supplied in such quantities or to [fol. 17662] such persons as shall enable anyone to make a new machine.

6. *Further Assurances.* Each party hereto and its successors and assigns will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

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* Matter in brackets, red in copy.

7. *United States Rights Only.* This agreement covers rights under United States patents and does not extend to any rights in countries foreign to the United States.

8. *Termination of Rights.* All rights and obligations hereby granted by either party to the other with respect to any invention shall continue until the expiration of the term of the last expiring patent covering said invention.

9. *Arbitration.* All disputes arising out of or relating to this agreement or as a result thereof shall be settled by arbitration under the rules of the American Arbitration Association and judgment may be entered on the award in any court having jurisdiction.

[fol. 17663] [Section 10 entirely cancelled. (2/16/40).]*

[fol. 17664] 11. *Binding upon Successors.* This agreement shall extend to and be binding upon the successors of the parties respectively.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers, duly authorized thereto.

Owens-Illinois Glass Company, by Wm. E. Levis, President.

Attest: Lloyd T. Williams.

Lynch Corporation, by T. C. Werbe, President.

Attest: C. C. Miller, Jr.

[fol. 17665] GOVERNMENT EXHIBIT No. 329

(Copy)

Feeder License from Lynch Corporation to Hartford-Empire Company

This License Agreement made this 23rd day of August, 1933, by and between Lynch Corporation, a corporation of the State of Indiana, having its principal place of business

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* Matter in brackets, red in copy.

at Anderson, Indiana (hereinafter called "Lynch") and Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"),

Witnesseth That

For and in consideration of the sum of One Hundred Twenty Five Thousand ($125,000) Dollars to Lynch in hand paid, receipt of which is hereby acknowledged, it is agreed that

1. *Definition of Feeder Inventions.* Feeder Inventions shall be defined and held to include all inventions (applications and patent) and/or assignable or divisible interests therein, now owned or controlled, or hereafter and prior to January 1, 1951, owned, acquired or controlled by Lynch, when embodied in apparatus for or methods of feeding and/or supplying glass to glassware forming machines, other than by drawing glass by suction into molds. Inventions embodied in methods of and apparatus for drawing glass by suction into a gatherind cup (not a mold) and discharging the gather into a mold, are however included in Feeder Inventions.

2. *License to Hartford.* Lynch grants to Hartford the full, complete and exclusive right to make, use and sell, and to license others to make, use and sell, each and every said feeder invention.

[fol. 17666] The license hereby granted shall be limited to the United States, shall be without royalty, and as to each invention, shall extend for the full term of any United States patent to be issued therefor.

3. *Lynch Contract with Employees.* Lynch hereby agrees that it will secure from its employees adequate agreements whereby it shall acquire the complete rights to any such invention as may be made by such employees during the said term of this agreement.

4. *Disclosure of Inventions.* Lynch agrees to promptly and fully disclose to Hartford any invention included in the foregoing license.

5. *Right to Prosecute Applications.* Lynch agrees that Hartford, through attorneys of Hartford's own selection, but at Hartford's expense, may file and prosecute Applications for patents on said licensed inventions when the sole

use or usefulness of such invention resides in the field of this license, and Lynch agrees to execute suitable powers of attorney for that purpose, and to do such other necessary and proper things to assure the issuance of proper patents thereon, but at Hartford's expense.

6. Lynch further agrees that it will itself, and through its employees, but at Hartford's expense, aid Hartford in all proper ways, in the preparation for and trial of any such infringements suits as Hartford may be entitled to bring.

In Witness Whereof the parties hereto have hereunto set their hands and seals this 23rd day of August, 1933, acting herein by their respective officers duly authorized therefor.

Lynch Corporation, by T. C. Werbe, President.

Attest: Arthur T. Safford, Jr., Secretary. (Seal.)

Hartford-Empire Company, by F. Goodwin Smith, President.

Attest: J. L. Watts, Secretary. (Seal.)

[fol. 17667] GOVERNMENT EXHIBIT No. 330

Agreement between Hartford-Empire Company and Lynch Corporation

This Agreement made this 23rd day of August, 1933, by and between Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Lynch Corporation, a corporation of the State of Indiana, having its principal place of business at Anderson, Indiana, (hereinafter called "Lynch"),

Witnesseth That

Whereas Hartford is engaged in the development and commercializing of glassworking machines, including patented feeders, and to a limited extent patented forming machines, the principal portion of its business being devoted to the development and commercialization of feeders which it licenses and leases to glass manufacturers for definite terms and for specific uses, and

Whereas Hartford has always had its forming machines built for it by others, and

Whereas Lynch is engaged in the manufacture and sale of glass forming machines as hereinafter defined, embodying inventions of its own patents and applications, and

Whereas a certain Interference No. 55,728 in the United States Patent Office between applications for patents of Headley and Thompson Serial No. 57,800½ and Serial No. 60,744 on the one hand and an application of Bridges Serial [fol. 17668] No. 206,306 (assigned to Lynch) on the other hand, and involving claims dominating essential features of the Lynch and other forming machines, has been vigorously contested for many years and at great expense in the Patent Office, and

Whereas the Board of Appeals of the Patent Office has finally adjudged Headley and Thompson to be the prior inventors of the aforesaid dominating inventions involved in said interference, and

Whereas Hartford has had for many years an option to acquire exclusive rights in the aforesaid Headley and Thompson applications, and has acquired substantially the entire rights in said applications, and

Whereas Hartford and Lynch each own other patents and applications for patents on inventions which each claims are or will be infringed by forming machines made by or for the other, and

Whereas the parties desire to avoid long and expensive patent litigation and to effect a settlement of their various claims of infringement, and

Whereas they desire further to make an arrangement by which Lynch may continue the manufacture of forming machines which may embody Hartford inventions, including the Headley and Thompson inventions, and Hartford may continue its business in machines which may embody inventions belonging to Lynch, and

Whereas many of the glass manufacturers licensed to use Hartford feeders have employed therewith the patented forming machins made and sold to them by Lynch, and

Whereas the parties are desirous of assuring to the users of the Hartford feeders an adequate and proper supply of suitable forming machines for use with these feeders, and [fol. 17669] to assure such users of Hartford feeders that they may be free from the uncertainties of possible patent litigation arising out of their use of such machines,

Now, Therefore, in consideration of these premises and the mutual covenants hereinafter set forth, the parties agree as follows:

Section 1—Definitions. Certain terms herein used are defined as follows—

(a) *"Forming Machines"* shall comprise all those types of glass forming machines to which the glass is fed from a feeder, including those machines fed by charges gathered by suction or otherwise into a cup, not a mold, and then delivered as a charge into a mold. The term shall not include machines to which charges are supplied by drawing the glass by suction into molds.

(b) *"Forming Machine Inventions"* shall comprise United States rights in and to any and all inventions, applications and patents now in existence in which either party has a right which is capable of transference in whole or in part, when such inventions are employed on methods of and apparatus for forming glass in "forming machines". The aforementioned Headley and Thompson applications are included in Hartford's forming machine inventions.

(c) *"Licensed Forming Machine Inventions"* shall comprise any and all of the Hartford and Lynch forming machine inventions, as above defined, excluding, however, the Hartford inventions hereinafter defined as "Excepted Inventions" and "Plunger Settle Inventions". Schedules A and B hereto attached and made a part hereof are lists of patents and applications of Hartford and Lynch, respectively, for inventions which may fall within the defini-
[fol. 17670] tion of licensed forming machine inventions. It is recognized that such schedules may not be complete.

(d) *"Excepted Inventions"* shall comprise Hartford inventions relating to methods of and apparatus for forming glass when used in a forming machine employing a stationary mold carrying frame or mold carrier. The term shall also comprise Hartford inventions when used in any machine of any type which embodies means for or is capable of practicing any method including an overlapping of the operations of final blowing of a blank with reheat of a succeeding blank formed in the same blank mold and/or when used in any machine in which three charges of glass fed to the same blank mold are in the machine at the same time,

unless such inventions are embodied in a rotary machine having twice as many blow molds as blank molds, and in which machine substantially all of the reheat of each parison takes place while the parison is so supported that it is within the cavity of a closed mold or in a position relative to an open mold such that it would be enclosed within the cavity of such last-named mold were that mold closed.

(e) *"Plunger Settle Inventions"* shall comprise Hartford's United States rights in now existing inventions, applications and patents relating to methods of and apparatus for applying pressure to a charge of glass received in a parison or blank mold of a forming machine (whether the pressure is applied or created by plunger, air and/or vacuum) whereby an elongated cavity is formed in the end of the charge, such cavity being thereafter removed or reduced in the process of counterblowing the parison. Patents and applications on inventions included under this definition are listed in Schedule C hereto attached and made a part hereof. It is recognized that such Schedule may not [fol. 17671] be complete.

(f) *"Hartford Feeder Licensees"* shall comprise those glass manufacturers which now hold, or may hereafter and during the term of this Agreement, hold licenses and/or leases from Hartford for the use of feeders, but only to the extent to which such manufacturers are authorized by their agreement with Hartford to use the leased and/or licensed feeders.

Section 2—License to Hartford. Lynch grants to Hartford a *a* non-exclusive license to make for itself or have made for it, to sell and lease forming machines of designs made or acquired by Hartford and embodying Lynch Forming Machine Inventions, and to license others to use, but not to make and/or sell, any forming machines embodying Lynch licensed forming machine inventions.

Provided, that neither the grant herein to Hartford of the right to license others to use said inventions, nor any sublicense granted by Hartford thereunder, shall be extended by implication under any circumstances to include a right in Hartford's sub-licensee to make any forming machine embodying Lynch licensed forming machine inventions.

The license granted in this Section 2 shall be non-assignable except to the successor of the entire business of Hartford.

Section 3—Licenses to Lynch for Licensed Forming Machine Inventions. Hartford grants to Lynch a non-exclusive license to make and deliver forming machines, embodying Hartford licensed forming machine inventions, to any person or concern that has obtained from Hartford a license under Hartford forming machine inventions to use such forming machines.

(New Section 3, 11-12-38.)

[fol. 17672] Provided, however, that Lynch shall have the right to make and deliver to any Hartford feeder licensee any such forming machine if such feeder licensee has agreed in writing to accept a license of the scope Hartford is required under Section 5 hereof to offer to its licensees.

Section 4—Compensation to Lynch. The amount, terms and conditions of compensation to be received by Lynch for the making of such machines as it shall make on order from Hartford or Hartford's feeder licensees, and embodying any licensed forming machine inventions, shall be determined solely by Lynch.

Section 5—Hartford to Extend Feeder Licenses. Hartford agrees to offer and upon the written acceptance of the licensee, to extend each of its feeder licenses, heretofore or hereafter made, to include, without additional production royalty, a non-transferable right to use with feeders if and when operated under such feeder licenses, forming machines acquired from Lynch or its predecessors and embodying licensed forming machine inventions.

Section 6—Rights to Lynch to Make for Delivery to Foreign Countries. Hartford hereby grants to Lynch a non-exclusive license to make forming machines of Lynch's own design, embodying Hartford's licensed forming machine inventions, for sale or consignment for delivery into countries foreign to the United States. Provided, however, that nothing herein granted shall give to Lynch any license, under patents of countries foreign to the United States and owned by Hartford or by others, to make, use or sell such machines.

Section 7—Duplication of Machines. Hartford and Lynch agree that neither of them will substantially dupli- [fol. 17673] cate the designs of the other in their commer-

cialization of forming machines embodying licensed forming machine inventions.

Section 8 cancelled 11-12-38.

Section 8—License Fee to Lynch. (a) Until such time as Lynch shall manufacture (which term shall include having manufactured for it or licensing another or others to manufacture) and deliver a forming machine otherwise than in accordance with the license granted to it by Hartford by Section 3 hereof, Hartford shall pay to Lynch under Hartford's license from Lynch granted in Section 2 hereof with respect to each forming machine delivered by Hartford in any calendar year in excess of those having an aggregate production capacity greater than 40% of the aggregate production of all forming machines delivered for use in the United States in the same calendar year by both Hartford and Lynch, a license fee calculated as follows:

(1) For each Hartford forming machine having a production capacity substantially the same as the production capacity of the Lynch No. 10 Machine, the sum of Three Thousand ($3,000) Dollars.

(2) For each Hartford forming machine of greater or less production capacity than the said Lynch No. 10 Machine a sum which shall bear the same ratio to Three Thousand (3,000) Dollars as the production capacity of such machine bears to the production capacity of the aforesaid Lynch No. 10 Machine.

(3) However, should the production capacity of the said No. 10 Machine be substantially increased or should Lynch at any time market a new design of standard forming machine with a production capacity substantially greater than [fol. 17674] that of the Lynch No. 10 Machine, then in such event the production capacity of such improved No. 10 or such New Forming machine shall be used as the measure of the capacity of such excess Hartford Machine as have production capacity greater than that of the present No. 10, for which Hartford pays the license fee set out in (1) and (2) above.

(b) Lynch, however, shall be entitled to the benefits of this Section 8 only so long as it is actively engaged in and in good faith continues the manufacture of forming machines.

(c) Provided, however, that during any period (of not less than one year) during the continuance of this Agreement, in which Hartford shall have Lynch make for it substantially all of Hartford's forming machines, and shall agree to pay therefor the manufacturing cost plus a percentage thereof as profit to be agreed upon, Hartford shall not be required to pay any license fee as provided for in this section, irrespective of the proportion that the machines delivered by Hartford shall bear to the machines delivered by both Hartford and Lynch during such period.

In the event that Hartford shall order machines to be built for it by Lynch in accordance with this Section 8 (c), Hartford will furnish to Lynch proper and adequate drawings, patterns, jigs and fixtures needful in the building of its said machines, together with its specifications as to such building, and Lynch agrees that it will, in such event, build such machines in accordance with such drawings and specifications.

(d) Neither this section nor any other section of this Agreement applies to unpatented machines, nor shall un- [fol. 17675] patented machines be included in any computation under this section.

Section 9—Term. This Agreement and the licenses hereinabove granted by Hartford to Lynch, and by Lynch to Hartford, shall extend until the expiration of the last patent to expire of those patents which shall issue upon said Headley and Thompson applications, or any divisions, continuations, reissues or renewals thereof.

Section 10—Release for Past Infringement. Hartford agrees to release Lynch from Hartford's claim of infringement of Hartford patents arising out of the manufacture and sale by Lynch of each forming machine now in the hands of a feeder licensee of Hartford upon the written acceptance by such feeder licensee of Hartford's offer to extend his license, as set forth in Section 5 above.

Section 11—License to Lynch under Plunger Settle Inventions. Hartford grants to Lynch a non-exclusive license under the Plunger Settle Inventions as hereinbefore defined, to make attachments for such existing Lynch machines as are in the possession of feeder licensees of Hartford and to embody such inventions in additional Lynch machines to be delivered to feeder licensees of Hartford. Lynch

shall not furnish attachments for existing Lynch machines for amounts and on terms and conditions more favorable to the licensee than those established by Hartford therefor.

Lynch shall pay to Hartford as a license fee for the right to make each such attachment or for the right to embody the invention in a new machine, the sum of Five Hundred Dollars ($500.00).

It is understood and agreed that in the building or delivering of devices embodying the plunger settle inventions, Lynch shall act as agent of Hartford and shall, prior to [fol. 17676] delivery, procure from the person to whom any such device is to be delivered, an agreement in the form prescribed by Hartford.

Section 12—Validity of Patents. Each party hereto acknowledges the validity of the issued patents and of the now allowed claims or applications of the other under which it is licensed by this Agreement, and agrees at no time during the continuance of this Agreement, and for no purpose to contest the validity thereof.

Section 13—Arbitration. All disputes between the parties relating to the presence or absence of a licensed invention in any machine, or arising out of the covenants set forth in Section 8 hereof, or otherwise arising under this Agreement, shall be finally determined by arbitration in accordance with the Rules of the American Arbitration Association, and the award may be enforced in any Court of competent jurisdiction.

Section 14—Binding on Successors. This Agreement and the licenses herein granted shall extend to and be binding upon the successors of the entire business of the parties, but shall not otherwise be transferable.

Section 15—Revocation on Bankruptcy. In the event that either of the parties hereto shall be declared bankrupt, or shall have a receiver appointed over it after notice and hearing, and such appointment be not vacated in ninety (90) days, or shall make any assignment for the benefit of creditors, the other of said parties shall be entitled to revoke this Agreement and any license issued hereunder, by giving written notice to such party. Provided, however, that the licenses herein granted shall continue, as to any machine licensed thereunder during the continuation of this Agree-

[fol. 17677] ment, to the end of the term specified in Section 9.

In Witness Whereof the parties hereto have set their hands and seals by their officers duly authorized thereunto, the day and year first above written.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.) Attest: Arthur T. Safford, Jr., Secretary.

Lynch Corporation, by T. C. Werbe, President. (Seal.) Attest: J. L. Watts, Secretary.

[fol. 17678] DEFENDANTS' EXHIBIT No. 330A

SCHEDULE A

August 21, 1933.

Attached and made a part of Agreement between Hartford-Empire Company and Lynch Corporation, dated August 23, 1933, being a list of Hartford's Licensed Forming Machine Inventions.

It is recognized that this list may not be complete.

Patent Number	Inventor
1,199,695,	Hanford.
1,217,102,	O'Neill.
1,231,188,	O'Neill.
1,231,751,	La France.
1,235,008,	Canfield.
1,245,262,	Owens.
1,254,904,	Hanford.
1,259,280,	Peiler.
1,259,281,	Peiler.
1,260,637,	Canfield.
1,282,487,	Stilwell.
1,285,420,	Scull.

1,291,952, Lorenz (W. A.)
1,292,033, Peiler.
1,297,412, Stenhouse.
1,299,482, La France.
1,315,983, O'Neill.
1,316,550, Peiler & Lorenz (E. H.).
1,319,098, La France.
[fol. 17679] 1,322,726, Owens.
1,328,273, Ferngren.
1,331,471, Peiler.
1,331,472, Peiler & Lorenz (E. H.).
1,348,365, La France.
1,350,375, Miller.
1,365,541, Rankin.
1,382,994, Lott.
1,385,428, Cox.
1,399,203, Flint.
1,404,206, La France.
1,405,204, Graham.
1,406,045, Peiler and Lorenz (E. H.).
1,439,355, Bragg.
1,453,285, Rule.
1,460,363, Bethel.
1,462,652, O'Neill.
1,490,182, O'Neill.
1,512,372, Soubier.
1,515,885, Rule.
1,519,586, Lloyd.
1,531,415, Said.
1,534,036, Stenhouse.
1,534,878, Stenhouse.
1,537,961, O'Neill.
1,547,439, Owens.
[fol. 17680] 1,549,206, Miller, W. J.
1,549,920, Nigh.
1,550,152, Cramer.
1,550,346, Cramer.
1,557,850, La France.
1,559,854, Cramer.
1,563,933, Soubier.
1,564,497, Stenhouse.
1,576,212, O'Neill.
1,577,131, La France.

1,578,400, Cramer.
1,590,423, Cramer.
1,590,481, Stenhouse.
1,590,558, Stenhouse.
1,592,299, Howard.
1,600,195, Peiler.
1,601,836, Stenhouse.
1,602,926, O'Neill.
1,603,979, Peiler.
1,607,607, Cramer.
1,607,643, Rohrich.
1,607,651, Soubier.
1,609,691, Canfield.
1,611,363, O'Neill.
1,625,590, Canfield.
1,626,575, Peiler.
[fol. 17681] 1,626,702, Soubier.
1,626,703, Soubier.
1,626,704, Soubier.
1,626,748, Owens.
1,629,653, Budd.
1,632,632, Soubier.
1,632,992, Bragg.
1,633,028, La France.
1,635,704, Canfield.
1,635,716, Howard.
1,641,497, La France.
1,642,421, Lorenz.
1,642,430, Steimer.
1,642,660, O'Neill.
1,642,722, Davis.
1,642,828, Rule.
1,647,532, Lorenz.
1,650,368, La France.
1,654,091, Peiler.
1,654,731, Ingle.
1,658,735, O'Neill.
1,662,848, Cramer.
1,662,861, McLaughlin.
1,668,993, Weaver.
1,670,751, Smith.
[fol. 17682] 1,671,674, Fithian.
1,673,108, Ellery.

1,673,747, Howard.
1,678,233, Soubier.
1,679,502, Sears.
1,679,848, Barker.
1,680,474, Peiler.
1.680,544, Ingle.
1,693,069, Cramer.
1,699,186, Giles.
1,699,566, La France.
1,700,326, Miller, W. J.
1,702,262, La France.
1,702,498, Cramer.
1,705,341, Soubier.
1,705,955, Barker.
1,707,178, Schroder.
1,718,651, La France.
1,733,473, Soubier.
1,737,221, Cramer.
1,737,524, Soubier.
1,738,964, Raynes.
1,739,845, La France.
1,740,236, Genest.
1,740,310, Lorenz, E. H.
1,744,128, Lorenz, E. H.
[fol. 17683] 1,745,794, Hatch.
1,756,493, Peiler.
1,756,728, Budd.
1,756,813, Canfield.
1,758,085, O'Neill.
1,759,210, Soubier.
1,764,166, Hewitt.
1,764,268, La France.
1,764,360, Soubier.
1,764,361, Soubier.
1,764,805, Peiler.
1,777,758, Mathieson.
1,783,191, La France.
1,783,201, Soubier.
1,790,352, Lorenz.
1,798,136, Barker.
1,800,191, Lorenz.
1,803,001, Canfield.
1,807,566, Canfield.

1,809,793, Stenhouse.
1,816,280, Dawson et al.
1,818,725, Lorenz, E. H.
[fol. 17684] 1,819,903, Lorenz, E. H.
1,823,123, Peiler.
1,825,985, Wadman.
1,826,019, Peiler.
1,827,698, Benoit.
1,832,080, Allen.
1,832,810, Kadow et al.
1,833,302, Peiler.
1,833,623, Smith.
1,834,433, Soubier.
1,835,172, Miller, W. J.
1,835,351, Soubier.
1,835,758, Canfield.
1,837,164, La France.
1,840,532, Rowe.
1,843,129, Hoge.
1,843,159, Ingle.
1,843,160, Ingle.
1,844,549, Headley et al.
1,849,555, Sears.
1,852,171, Lobb.
1,852,570, Hoffman.
[fol. 17685] 1,853,861, Hatch et al.
1,859,113, Soubier.
1,859,230, Canfield.
1,859,231, Canfield.
1,859,232, Canfield.
1,859,233, Canfield.
1,859,234, Canfield.
1,859,235, Canfield.
1,859,957, Canfield.
1,863,915, Waugh.
1,864,689, Freese.
1,865,730, Soubier.
1,866,506, Miller, W. J.
1,868,248, Parham.
1,868,249, Parham.
1,870,755, Scull.
1,871,497, Clark.
1,875,827, Soubier.

1,876,005, Hoge.
1,878,465, Canfield.
1,878,521, Ingle.
1,878,863, La France.
1,878,942, Lobb.
1,882,172, Bacon et al.
1,882,547, Lorenz, E. H.
1,885,409, Bragg.
1,885,661, Waugh.
[fol. 17686] 1,885,682, Canfield.
1,885,740, Lorenz, E. H.
1,888,199, Lorenz, E. H.
1,888,318, Hofman.
1,888,438, Smith, A. J.
1,894,069, Soubier.
1,895,137, Soubier.
1,895,138, Soubier.
1,896,870, Smith.
1,898,222, Soubier.
1,898,404, Soubier.
1,902,788, Peiler.
1,904,958, Soubier.
1,904,959, Soubier.
1,904,961, Soubier.
1,904,985, Rule.
1,906,086, O'Neill.
1,906,649, Soubier.
1,911,119, Ingle.
1,911,870, Algeo et al.
1,911,998, Hutchinson.
1,912,018, Soubier.
1,914,155, Peiler.
1,914,169, Rowe.
[fol. 17687] 1,917,140, McLaughlin et al.
1,919,176, Soubier et al.
1,919,177, Soubier.

[fol. 17688]
August 21, 1933

SCHEDULE "A"
(Cont.)
Applications

Serial No.	Filing Date	Inventor
57,800½	Oct. 25, 1915	Headley & Thompson
60,744	Nov. 10, 1915	Headley & Thompson
87,800	Feb. 12, 1926	Peiler
117,911	June 23, 1926	O'Neill
272,655	Apr. 25, 1928	Eckert
323,955	Dec. 5, 1928	Peiler
345,536	Mar. 8, 1929	Peiler
348,190	Mar. 19, 1929	Peiler
376,895	July 9, 1929	Peiler
440,962	Apr. 2, 1930	Lorens
479,676	Sept. 4, 1930	Smith
492,407	Oct. 31, 1930	Lorens & Rowe
498,973	Nov. 29, 1930	Ingle
519,950	Mar. 4, 1931	Peiler
520,190	Mar. 5, 1931	Peiler
521,688	Mar. 11, 1931	Rowe
538,442	May 19, 1931	Peiler & Smith
560,320	Aug. 31, 1931	Rowe
560,428	Aug. 31, 1931	Peiler
570,087	Oct. 21, 1931	Howard
575,984	Nov. 19, 1931	Howard
588,237	Jan. 22, 1932	Ingle
595,544	Feb. 27, 1932	Peiler
[fol. 17689]		
615,111	June 3, 1932	Smith
618,443	June 21, 1932	Hiller
622,410	July 14, 1932	Canfield
623,490	July 20, 1932	Smith
631,133	Aug. 31, 1932	Peiler
639,777	Oct. 27, 1932	Hiller
649,839	Jan. 3, 1933	Rowe
662,650	Mar. 25, 1933	Peiler
671,610	May 18, 1933	Rowe
674,999	June 19, 1933	Smith
681,413	July 21, 1933	Cox
682,174	July 26, 1933	Eckert

Not Yet Filed

Howard—Case 2247
Howard—Case 2251
Smith—Case 2253

[fol. 17690] DEFENDANT'S EXHIBIT No. 330 b

SCHEDULE B

Attached to and made a part of Agreement between Hartford-Empire Company and Lynch Corporation, dated August 23, 1933, being a list of Lynch's Licensed Forming Machine Inventions.

It is recognized that this list may not be complete.

Patent No.	Inventor
1,398,670,	Bridges.
1,406,400,	Lynch.
1,531,559,	Lynch.
1,531,560,	Lynch.
1,531,561,	Lynch.
1,561,451,	Lynch.
1,766,135,	Lynch.
1,787,635,	Lynch and Bridges.
1,788,312,	Lynch and Bridges.
1,398,670,	Bridges.

Application Serial No.	Inventor
206,306,	Bridges.
386,894,	Bridges.
408,890,	Bridges.
417,166,	Bridges.
428,202,	Bridges.
446,400,	Bridges.
493,363,	Bridges.
513,383,	Bridges.

[fol. 17691]

Application Serial No.	Inventor
541,882,	Bridges.
511,032,	Bridges and Winn.
466,565,	Miller.

Also all patents and applications acquired by Lynch from the Miller Machine and Mold Company, of Columbus, Ohio.

[fol. 17692] SCHEDULE C

Attached to and made a part of Agreement between Hartford-Empire Company and Lynch Corporation, dated August 23, 1933, being a list of Hartford's Plunger Settle Inventions.

It is recognized that this list may not be complete.

Patents

Pat No. Date Patentee
1,902,141, March 21, 1933, Rowe.
1,902,142, March 21, 1933, Rowe.

Applications

Serial No. Filing Date Inventor
621,350, July 8, 1932, Rowe.
635,360, Sept. 29, 1933, A. E. Smith.
661,521, March 18, 1933, Rowe.

[fol. 17693] GOVERNMENT EXHIBIT No. 336

Agreement

This Agreement made this 19th day of September 1933, by and between Whitall Tatum Company, a corporation organized and existing under the laws of the State of New Jersey and having its principal place of business at Millville, New Jersey (hereinafter called "Whitall Tatum"), and Hartford Empire Company, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"),

Witnesseth

Whereas Whitall Tatum owns the entire right, title and interest in and to certain U. S. Letters Patent and Applications for U. S. Letters patent relating to machines and processes for making narrow neck bottles as follows:

Patent 1,385,428, Chas. F. Cox, granted July 26, 1921;

Patent 1,882,172, J. L. Bacon et al., granted October 11, 1932;

Application Serial No. 57,800½, filed October 25, 1915, Benjamin T. Headley and Parke H. Thompson Glass Working Machine;

Application Serial No. 60,744, filed November 10, 1915, Benjamin T. Headley and Parke H. Thompson Glass Working Machines;

Application Serial No. 274,703, filed May 3, 1928, Headley & DuBois Glass Working Machine;

except for a certain license granted to Chapman J. Root of [fol. 17694] Terre Haute, Indiana by agreement of *July* 25th, 1922 on certain counts in a previous interference, which now form claims in the said Headley and Thompson applications.

And Whereas Whitall Tatum owns the entire right, title and interest in and to certain U. S. Patents and Applications for U. S. Letters Patent relating to improvements in glass forming machines which are or may be applicable to machines and/or processes capable of making narrow neck bottles, some of which are as follows:

Patent to Scull, 1,285,420.
Patent to Scull 1,870,755.
Patent to Clark, 1,871,497.

U. S. Patent Applications relating to driving mechanisms for glass forming machines.

And Whereas a certain Forming Machine Agreement between the parties dated June 1, 1929, and a certain Cox agreement of April 20, 1929 are now in force

And Whereas the parties desire to cancel certain previous agreements and Hartford desires to obtain an assignment of the above recited U. S. Patents and Applications for U. S. Patent of the first list relating to machines and processes capable of making narrow neck bottles except [fol. 17695] for a shop right reserved to Whitall Tatum thereunder and the license to Root above recited, and to obtain an exclusive license for use in machines and processes capable of making narrow neck bottles under any and all Patents and Patent Applications of the second list relating generally to glass forming machines, which are or may be applicable to machines and/or processes capable of making narrow neck bottles

And Whereas said parties have also executed a certain General Feeder Agreement and a General Lehr Agreement and Whitall Tatum has executed an Assignment, both of even date herewith

Now Therefore, in consideration of those premises and the following covenants, the parties have agreed and do agree as follows:

Section 1. The following contracts between the parties are hereby cancelled and terminated.

(a) Forming Machine Agreement between Whitall Tatum Company and Hartford Empire Company dated June 1, 1929

(b) Supplement Agreement, Whitall Tatum Company and Hartford-Empire Company dated February 9, 1925 as amended June 1, 1929

(c) Feeder Agreement between Whitall Tatum Company and Hartford-Empire Company dated February 9, 1925 as amended June 1, 1929

[fol. 17696] (d) Supplemental Lehr Agreement between Whitall Tatum and Hartford Empire Company dated October 1, 1925

(e) Section 6 of Agreement relating to Cox Patent dated April 20, 1929 between Whitall Tatum Company and Hartford Empire Company

Section 2. Whitall Tatum hereby grants to Hartford, an exclusive license to make, sell and use and to license others to make, sell and use within the United States the inventions disclosed in any and all U. S. Patents and Applications for U. S. Patents now owned by it or in which it now has an assignable or divisible interest, relating to glass forming machines and other than those included in said Assignment of even date, only for use on or in machines or methods capable of making commercial narrow neck bottles, *reserving* from said exclusive rights for machines and methods capable of making commercially narrow neck bottles a shop right in Whitall Tatum to make or have made for it and to use in its own plants, for any and all glass forming machines and methods, the inventions of the Patents and Applications under which such exclusive license is granted, said reserved right being non divisible and non transferable except to the successor of the entire glass manufacturing business of Whitall Tatum.

Hartford shall have the right at its own expense to prosecute suits for the infringement of any rights herein

[fol. 17697] granted to it, joining Whitall Tatum as a party plaintiff wherever necessary or desirable and Hartford may collect and retain damages and/or profits for such infringement.

Section 3. In consideration of the Assignments and the rights herein conveyed Hartford hereby agrees to pay to Whitall Tatum the sum of Two Hundred Thousand Dollars ($200,000). Of this sum One Hundred Thousand Dollars ($100,000) shall be payable upon the execution of this License Agreement and the balance of One Hundred Thousand Dollars ($100,000) shall be payable without interest in Ten (10) monthly installments of Ten Thousand Dollars ($10,000) each, commencing October 1, 1933, and due upon the first day of each month thereafter until such balance shall be paid.

Section 4. Hartford agrees, that if the Appeal taken from the Board of Appeals of the Patent Office to the Court of Customs and Patent Appeals is carried on or contested or any further or other proceedings are taken in a certain interference No. 55,728 in the Patent Office between applications for patents of Headley and Thompson, Serial No. 57,800½ and Serial No. 60,744 on the one hand and an application of Bridges Serial No. 206,306 on the other hand, or if other interferences are declared involving said Headley and Thompson Applications, to employ at Hartford's expense Clarence P. Byrnes of Pittsburgh, Pennsylvania, to represent said Whitall Tatum's interest in such Appeal or any and all further proceedings [fol. 17698] in said interference or in any other such interference.

Section 5. It is further agreed that Whitall Tatum may at its option, at any time prior to the expiration of eight (8) years from the date hereof but upon reasonable notice to Hartford, obtain from Hartford on Hartford's then Standard Feeder Lease and License Agreement, ten or any lesser number of feeders in addition to the twenty feeders now installed in Whitall Tatum's plant, for use, however, only in making ware permitted by the General Feeder Agreement of even date herewith or amendments thereof.

Section 6. Hartford hereby licenses Whitall Tatum under any and all of its present or future forming machine

patents, other than the patents assigned to Hartford by assignment of even date herewith and patents resulting from applications assigned to Hartford by assignment of even date herewith, to make or have made for it and to use in its own plants, any novel feature or features of machine or method of the invention disclosed and patentable in any of said assigned patents and applications; but no right is hereby granted to combine such novel feature or features of machine or method with any feature or features of machine or method patented in Hartford patents not assigned by Whitall Tatum to Hartford, nor to use any specific type of such feature or features patented in Hart-
[fols. 17699-17701] ford patents not assigned by Whitall Tatum to Hartford. The license granted by this Section 6 is non-divisible and non-transferable except to the successor of the entire glass manufacturing business of Whitall Tatum.

In Witness Whereof the parties hereto have hereunto set their hands and seals, acting herein by their respective officers fully authorized therefor.

Hartford Empire Company, by Roger M. Eldred, General Manager.

In Presence of Arthur T. Safford, Jr., Secretary

Whitall Tatum Company, by T. C. Tatum.

H. V. Brumley, Secretary.

[fol. 17702] GOVERNMENT EXHIBIT No. 337

Agreement Relating to Whitall Tatum Forming Machine Rights

Agreement made and entered into this 26th day of September, 1933, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, (hereinafter called "Owens-Illinois"),

Whereas in accordance with a certain "Agreement Relating to Whitall Tatum Agreement", dated June 1, 1929, Owens-Illinois paid to Hartford one-half of such sums as

Hartford paid to Whitall Tatum Company, a corporation of New Jersey, having its principal place of business at Millville, New Jersey, (hereinafter called "Whitall Tatum"), to continue an option from Whitall Tatum to Hartford whereby Hartford could elect to take certain licenses upon the payment of royalties under certain forming machine inventions owned by Whitall Tatum, the terms of such option being further specified in a certain Forming Machine Agreement between Hartford-Empire Company and Whitall Tatum Company, dated June 1, 1929, and

Whereas Hartford and Whitall Tatum have cancelled [fol. 17703] said Forming Machine Agreement, and have entered into a new Agreement dated September 19, 1933, which provides in part for the payment by Hartford as a purchase price the sum of Two Hundred Thousand Dollars ($200,000) in consideration of Whitall Tatum's transferring to Hartford title to certain inventions and exclusive rights to others, subject to certain reservations, said Agreement and an Assignment executed contemporaneously therewith being hereto attached, and hereinafter referred to as "said Agreement and Assignment",

Whereas Owens has paid to Hartford the sum of One Hundred Thousand Dollars ($100,000) as its half of said purchase price, and desires certain licenses therefor,

Now, Therefore, in consideration of these premises and other valuable considerations, receipt of which is hereby acknowledged, Hartford and Owens agree as follows—

Section 1—Definition. The term "Whitall Tatum Forming Machine Inventions" shall include any rights which Hartford has acquired or shall acquire in inventions, by virtue of said Agreement and Assignment, subject, however, to the rights reserved to Whitall Tatum therein.

Section 2—Exclusive Suction License. Hartford hereby grants to Owens-Illinois an exclusive, assignable and divis- [fol. 17704] ible license to make, use and sell, and to license others to make, use and sell said Whitall Tatum forming machine inventions, for use with apparatus for and methods of drawing glass by suction into molds, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold. Said license shall continue from date hereof until the expiration of the latest expiring patent under which this license is granted.

Section 3—Shop Right to Owens. During such time as a certain General License Agreement between Hartford and Owens, dated July 1, 1932, or an Agreement for Cancellation and Reinstatement of Contracts, etc. of the same date, shall be in force, the shop right granted by this Section shall have no force and effect.

This shop right to extend to the successors in business of O-I. See 1/23/34 letter from Mr. Safford, H-E Co., herewith. E. P.

When both of said Agreements shall cease to be in force, Owens shall hold from Hartford a license solely to make, have made for it, and to use in its own factories, and in the factories of each of its subsidiaries as hereinafter defined, machines and/or methods embodying said Whitall Tatum Forming Machine Inventions, or any of them.

The term "*subsidiaries*" as herein used shall mean all corporations or associations of which Owens-Illinois owns [fols. 17705-17712] or shall own over Fifty (50) per cent of the voting capital stock or has or shall have equivalent ownership. Said license shall continue until the expiration of the latest expiring patent under which Owens shall hold such license.

In Witness Whereof the parties have hereto set their hands and seals, acting hereby by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, Pt. (Seal.)

Attest: John H. McNerney, Secretary.

Owens-Illinois Glass Company, by C. B. Belknap, Vice President. (Seal.)

Attest: John H. Mcnerney, Secretary.

* * * * * * *

[fol. 17713] This Assignment Witnesseth:

That for and in consideration of One Dollar ($1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, Whitall Tatum Company, a corporation organized under the laws of New Jersey and having its principal place of business at

Millville, New Jersey, have sold, assigned, transferred and set over, and do by these presents, sell, assign, transfer and set over unto Hartford-Empire Company, a corporation organized under the laws of the State of Delaware, and having its principal place of business at Hartford, Connecticut, its successors and assigns, the entire right, title and interest in the following United States Patents and applications for Letters Patent of the United States—

Patent 1,385,428 Chas. F. Cox, issued July 26, 1921;

Patent 1,882,172 J. L. Bacon et al., issued October 11, 1932;

Application Serial No. 57,800½. Filed October 25, 1915. Benjamin T. Headley and Parke H. Thompson "Glass Working Machines";

Application Serial No. 60,744. Filed November 10, 1915. Benjamin T. Headley and Parke H. Thompson "Glass Working Machines";

[fol. 17714] Application Serial No. 274,703. Filed May 3, 1928. Headley and DuBois "Glass Working Machine".

and in any divisions, renewals, reissue and continuations thereof, together with the inventions therein disclosed, described or claimed,

Subject, however, to a shop right reserved to Whitall Tatum to make and to have made for it and to use in its own plants such inventions as are (1) claimed or patentable in said recited patents and applications, and (2) disclosed in said Headley and Thompson applications whether claimed or not. The shop right hereby reserved is non-divisible and non-transferable except to the successor of the entire glass manufacturing business of Whitall Tatum.

Whitall Tatum hereby covenants that it is the owner of the entire right, title and interest in and to said applications and inventions, and that there are no outstanding encumbrances, licenses or agreements relating thereto, except the shop right above set forth and except a certain license granted by Whitall Tatum to Chapman J. Root dated July 25, 1922 under certain claims of a Headley and Thompson application and except any right under said Cox patent which may have vested in Knox-O'Neill Company by agreement be- [fols. 17715-17719] tween Whitall Tatum and Knox O'Neill Company dated March 19, 1929.

Whitall Tatum further covenants and agrees that it will as far as possible and upon the request and at the expense of the said Hartford-Empire Company, its successors and assigns, obtain the execution of applications, assignments, oaths and statements, testimony in interference and other proceedings in which the said applications may be involved and will obtain the performance of all other and further proper acts that Counsel for said Hartford-Empire Company may deem necessary or expedient to obtain said Letters Patent, and any divisions, renewals, continuations, reissues or extensions thereof, and to vest the same in the said Hartford-Empire Company, its successors and assigns.

Whitall Tatum hereby authorizes and requests the Commissioner of Patents to issue the said Letters Patent, when granted, to the said Hartford-Empire Company, its successors and assigns, in accordance with this Assignment.

Executed this 19th day of September, 1933, by Whitall Tatum Company, acting herein by an officer duly authorized therefor.

Whitall Tatum Company, by (Signed) F. C. Tatum, President. (Seal.)

* * * * * * *

[fol. 17720] GOVERNMENT EXHIBIT No. 340

Amended Agreement Between Hartford-Empire Company and Lynch Corporation

Whereas on the 23rd day of August, 1933, Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford") and the Lynch Corporation, a corporation of the State of Indiana, having its principal place of business at Anderson, Indiana (hereinafter called "Lynch"), entered into a certain License Agreement relating to patent rights then owned or controlled by the said companies, and applicable to glass forming machines, and

Whereas the parties desire to amend and modify that agreement in certain particulars,

Now, Therefore, for and in consideration of the mutual covenants contained herein, the parties have agreed as follows:

The said Agreement of August 23, 1933 is hereby affrmed as amended in the following particulars:

A. After Section 1 (a) insert the following Section 1 (a1):

(a1). Lynch "Press" and "Press and Blow" Forming machines shall comprise forming machines of the types manufactured by Lynch prior to October 31, 1938 by means of which the final glass article or the blank or parison is formed entitrely by pressing in a mold, and in which the [fol. 17721] article is maintained in upright position throughout its entire formation. Such machines are now known in the trade as Lynch JP, JPS, JPL, JPM, MPLS, PB, PBS, PBN, M, MT and DA.

B. Cancel Section 3, and substitute therefor the following:

Section 3. License to Lynch for Licensed Forming Machine Inventions.

(a) Hartford grants to Lynch a non-exclusive license to make and sell, and license others to use, Lynch "Press" and "Press and Blow" Forming Machines embodying Hartford Licensed Forming machine inventions, said inventions being those in existence on August 23, 1933, and defined by Sections 1 (a), (b) and (c) of the Agreement of that date between Hartford-Empire Company and Lynch Corporation.

Lynch agrees to pay to Hartford a royalty of One Hundred Dollars ($100.00) on each such Lynch "Press" or "Press and Blow" Machine sold in the United States, said royalty to be paid within thirty (30) days after the delivery of such machine.

(b) Hartford further grants to Lynch a non-exclusive license to make and deliver forming machines other than Lynch "Press" and "Press and Blow" Forming machines, and embodying Hartford licensed forming machine inventions, said inventions being those in existence on August 23, 1933, and defined in Sections 1 (a), (b) and (c) of the Agreement of that date, to any person or concern that has obtained from Hartford a license under Hartford forming [fol. 17722] machine inventions, to use such forming ma-

chines, provided however that Lynch shall have the right to make and deliver to any Hartford feeder licensee any such forming machine if such feeder licensee has agreed in writing to accept a license of the scope Hartford is required under Section 5 hereof to offer to its licensees.

Nothing contained in this agreement shall be construed to grant to Lynch, or to a customer of Lynch, any right or license, expressed or implied, in or under any patent or invention of Hartford relating to methods of or apparatus for melting, feeding, stacking, annealing, or tempering glassware whether or not such method or apparatus may be employed in connection with Lynch forming machines.

Lynch agrees that it will in connection with the sale of each Lynch "Press" or "Press and Blow" machine provide a written sales agreement including a statement substantially as follows:

"This machine as built and delivered embodies certain forming machine inventions owned by the Hartford-Empire Company, under which Lynch Corporation is licensed. By express provisions of its license, Lynch Corporation acquired no right from the Hartford-Empire Company under patents or inventions relating to methods of or apparatus for melting, feeding, stacking, annealing or tempering glassware which may or could be used with this machine. The sale of this machine is not to be construed as granting any right, expressed or implied, from the Lynch Corporation or the Hartford-Empire Company, to use any invention of the Hartford-Empire Company other than those actually embodied in this machine, as built and delivered [fol. 17723] by the Lynch Corporation."

C. Cancel Section 8—"License Fee to Lynch"—of said Agreement of August 23, 1933.

In witness whereof we have hereunto set our hands and seals this 12th day of November, 1938.

Hartford-Empire Company. (S.) By Roger M. Eldred, Vice Pres. (Seal.)

Attest:

(S.) Arthur T. Safford, Jr., Secretary.

Lynch Corporation. (S.) By T. C. Werbe, President. (Seal.)

Attest:

(S.) J. L. Watts, Secretary.

[fol. 17724] GOVERNMENT EXHIBIT No. 352

Copy

(Ink) Copy as executed 8.1.5.1

Oct. 3, 1927.

Corning Glass Works, Corning, N. Y.

GENTLEMEN:

As you are aware, we wish to license certain of our present licensees and future licensees to use our standard single feeder in the manufacture of lenses for use on automobiles and manufactured from glass not falling in your special glass field, as defined in Ware Division C of our contract.

To do this, it seems that your consent should first be secured, in view of the provisions of Article IV, Sections 6 and 7, of the contract between us dated October 6, 1922. It is understood that any license which we grant under this consent will be a non-exclusive license and will be limited strictly to lenses for use on automobiles and manufactured from glass not falling in your special glass field above referred to.

We propose that the rates of royalty exacted from licensees for the manufacture of such lenses shall in no case be less than the standard rates of royalty shown in Schedule D of the Hartford Single Feeder License and Lease, edition of May 1926.

We propose that as the consideration for such consent by you, we divide with you the royalties received from such licensees on the manufacture of ware falling under Ware Division B of the said contract of October 6, 1922, on the basis of forty percent (40%) to you and sixty percent (60%) to us. We propose, to assure a proper return from such licenses as we may grant, to require of our licensees a reasonable minimum yearly production and provide suitable penalties for failure of a licensee to maintain such production.

No licenses granted under this consent shall be deemed to impair your rights under the said contract of October 6, 1922, except in so far as the granting power is by this consent transferred to us to grant non-exclusive licenses for the use of our standard single feeder in the manufacture of lenses for automobiles.

If you agree to our proposal, we suggest that you simply endorse your agreement upon a copy of this letter, as it seems to us unnecessary to have a more formal transfer of rights to cover this matter.

Yours very truly, Hartford-Empire Company, by F. Goodwin Smith, President.

(Copy.)

Accepted: Corning Glass Works, by Alexander D. Falck, President.

[fol. 17725] GOVERNMENT EXHIBIT No. 364

Copy

Hartford-Empire Company, Hartford, Conn.

May 3, 1934.

Corning Glass Works, Corning, N. Y.

GENTLEMEN:

On April 23rd you indicated your willingness that we license Fairmount Glass Works, Inc. to manufacture optical ware, as to which it appeared that your consent was necessary, in view of the provisions of Article IV, Sections 6 and 7, of the Contract between us, dated October 6, 1922.

We have, therefore, proceeded to negotiate and execute with the Fairmount Glass Works a license in our usual form, giving to Fairmount the right to use feeders and forming machines in the manufacture of ware described as follows:

"Blanks and glasses for spectacles, goggles, cameras, telescopes, binoculars and microscopes, light condensers and prisms but only when made from fused quartz or crown or flint glasses (including ordinary crowns, zinc crowns, phosphate crowns, barium crowns, and light, medium and dense flints) which are not at this time subject to patent restriction. The right hereby given shall in no wise modify Exclusion 3 of Schedule C."

It is desired that a written record be made of your consent to this action.

It is understood that the license granted to Fairmount is non-exclusive and is limited to the articles and glasses set forth in the above statement and specifically excludes from the Fairmount license all right to use the feeders and formers in manufacture of glass falling in your special glass field as defined in Ware Division C of our contract.

It is understood that as a consideration for your consent to the grant of the license that we divide with you the royalties received from Fairmount Glass Works, Inc. on the manufacture of ware falling within the foregoing statement on the basis of forty (40) per cent, to you and sixty (60) per cent to us. The royalties to be charged Fairmount for the articles covered by the above-quoted definitions shall not be less than our standard rates.

[fols. 17726-17727] It is further understood that your consent to and our grant of the license to Fairmount herein mentioned shall in no wise be deemed to impair your rights under the said contract of October 6, 1922, except in so far as the granting power is by your consent transferred to us to grant the license to Fairmount above-mentioned for the use of feeders and forming machines in the manufacture of the ware above defined.

We suggest that you endorse this letter, as it seems to us unnecessary to have a more formal transfer of rights to cover this matter.

Very truly yours, Hartford-Empire Company, by Arthur T. Safford, Jr., Secretary.

Accepted: Corning Glass Works, by William H. Curtiss, Vice President.

[fol. 17728] GOVERNMENT EXHIBIT No. 379

License and Release Agreement

Hartford-Empire Company to Corning Glass Works

Whereas, the Hartford-Empire Company, a corporation of Delaware, having a place of business at Hartford, Connecticut, hereinafter called Licensor, is the owner of certain inventions applicable to the manufacture of tubing and/or cane drawn from molten glass;

Whereas the Corning Glass Works, a corporation of New York, having a place of business at Corning, New York,

hereinafter called Licensee, has now a license from the Licensor to use the said inventions within the United States and Canada, such license being exclusive as to certain ware and non-exclusive as to other ware;

And Whereas, the Licensee is desirous of enlarging its rights and of being released of its obligations to pay royalties on the inventions in machines or processes, when used for the manufacture of tubing and/or cane drawn from molten glass, owned or controlled by the Licensor on Jan-[fol. 17729] uary 1, 1927, and adapted for or capable of use in the manufacture of tubing and/or cane from molten glass, and which inventions are hereinafter referred to as "Licensed Inventions".

Now, Therefore, in consideration of the payment to the Licensor by the Licensee of the sum of Three Hundred and fifty thousand (350,000) Dollars, the receipt of which is hereby acknowledged, and of other good and valuable considerations to it moving, the Licensor this 26th day of June, 1928, hereby agrees as follows:

Section 1. Release from Royalties. The Licensor hereby releases the Licensee from any and all obligations to pay to the Licensor royalties now due or hereafter to become due by reason of the use by the Licensee of the said "Licensed Inventions" in the manufacture of tubing and/or cane for any and all purposes drawn from molten glass of any kind or character.

Section 2. Exclusive License. The Licensor hereby grants the Licensee an exclusive, assignable and divisible license, for the United States, its territories and dependencies, and for Canada, under the "Licensed Inventions" to make and sell apparatus to use or license others to make, sell and/or use such inventions. The license hereby granted shall be without royalty, and is restricted to the use of the apparatus made under this license and of the processes hereby licensed for the manufacture of tubing and/or cane from [fol. 17730] molten glass;

Section 3. Suits and Recoveries. The Licensor agrees that the Licensee and, at the election of the Licensee, each of its sub-licensees shall have the right at its own expense and risk to bring suit in the name of the Licensor, or in the conjoint names of the Licensor and such Licensee or sub-licensee, to restrain infringement and to recover damages

or profits for infringement of the exclusive rights to be vested hereby in the Licensee, and to retain recoveries had in such suit or suits for its own benefit.

Section 4. Assignment of Infringement Claims. The Licensor, for the consideration named above, assigns to the License all the claims or demands that the Licensor may have at law or in equity, for damages or profits for past infringements of the "Licensed Inventions" by the use of the same in the manufacture of tubing and/or cane drawn from Molten glass.

Section 5. List of Patents and Applications. A list of certain United States and Canadian patents and applications owned by the Licensor is attached hereto as said Schedule "A". The Licensor warrants that it has title to each and every one of said patents and applications and that no license for the manufacture of tubing and/or cans drawn from molten glass is outstanding thereunder ex-
[fols. 17731-17732] cept the license heretofore granted the Licensee. It is understood that the list of patents and applications embodied in Schedule "A" may not be complete as of January 1, 1927. The omission therefrom of any invention owned or controlled by the Licensor on January 1, 1927, shall not exclude said invention from the license and release herein granted.

In Testimony Whereof the Hartford-Empire Company has caused its name to be hereunto subscribed and its corporate seal to be affixed this 26th day of June, 1928.

Hartford-Empire Company. By F. Goodwin Smith, President.

Attest: Herbert Knox Smith, Secretary.

* * * * * * *

[fols. 17733-17734] SCHEDULE "A"

Attached to and forming part of the License and Release Agreement dated June 26, 1928, between the Hartford-Empire Company and Corning Glass Works.

United States Patents and Applications

Patent No. 1,574,736 of February 23, 1926.
Patent No. 1,653,848 of December 27, 1927.
Patent No. 1,663,093 of March 20, 1928.

Application Ser. No. 642,021 of Howard, filed May 28, 1923.

Application Ser. No. 166,774 of Howard, filed Feb. 8, 1927.

Canadian Patents

Patent No. 250,061 granted May 26, 1925.
Patent No. 250,063 granted May 26, 1925.

[fol. 17735] GOVERNMENT EXHIBIT No. 381

Special Agreement Amending Glass Contract

It is agreed between Corning Glass Works, Hartford-Empire Company, and Empire Machine Company that the Agreement Relating to Patent Rights and Formulas made October 6, 1922 between the said parties shall be considered as amended, especially as to Article IV thereof, as follows:

Section 1—Definition of Patent Claims and Machine

All patent claims made between October 14, 1924 and December 1, 1927 (both inclusive) in any application of Hartford for United States patent, and all patent claims amended by broadening the same between said dates (both inclusive) in any application of Hartford for United States patent, are licensed to Corning Glass Works to the extent hereinafter stated, free of all royalty.

(a) For use in forming glass into a ribbon by issuing glass from an orifice, which ribbon is deposited on a support and from which ribbon a plurality of articles are formed by reshaping by a forming machine portions of the ribbon while still connected to the ribbon, whatever may be the character of the ware forming machine, except that no license is granted under this Agreement to use any of said claims upon apparatus or parts which handle or treat the [fol. 17736] glass prior to its issuance from such orifice. The word "ribbon" is not to be considered as including any mass of glass which is primarily a reservoir from which separate masses, gathers or gobs are to be taken.

(b) For use in "straight line" ware forming machines. For the purposes of this agreement, "straight line" ware forming machines are defined as machines for blowing and/or pressing glass or for drawing tube or cane, or

otherwise forming glass articles without blowing, pressing or drawing, in which machines the glass comprising the articles in course of formation progresses continuously or intermittently in a given direction along a substantially straight line before, during and after each separate forming operation, provided that the glass under such definition may deviate from any such straight line for the purpose of transference between such separate operations from one straight line to another.

Section 2—Ware Divisions A; B; C; D; E; F; and G. The license above granted shall be exclusive and complete as to Ware Divisions A, B, C, D, E, F and G, as set forth in [fol. 17737] Art. IV, Sec. 8 (a) in said Agreement of October 6, 1922.

Section 3—Ware Divisions H and J. The license above granted as to Ware Divisions H and J shall be the same as set forth in Art. IV, Sec. 8 (b) and (c) in said Agreement of October 6, 1922.

Section 4—Ware Division I. The said license shall also vest in Corning Glass Works the same rights as to said claims as to Ware Division I (as said Division is defined in said Agreement of 1922) as Corning Glass Works now receives under this present Special Agreement in Ware Division H.

Section 5—Reservation as to Patent Claims. Hartford-Empire Company reserves and shall have under all said claims all rights for uses other than those specified in Section (1) (a) and (b) of this Agreement.

Section 6—Reservation as to Ware Division H and J. Hartford-Empire Company further reserves and shall have as to Ware Divisions H and J the same rights as Hartford-Empire Company now holds in Corning Machine Rights for Ware Divisions H and J, respectively as set forth in Art. IV, Sec. 14 (b) and (c) of said agreement of October 6, 1922, *provided,* however, that such rights hereunder in Ware Divisions H and J shall be free from the royalties provided for in said Sec. 14 (b) and (c) and shall be wholly free of royalty.

Section 7—Reservation as to Ware Division I. Hartford-Empire Company reserves and shall have the [fol. 17738] same rights as to said claims as to Ware Divi-

sion I (as said Division is defined in said Agreement of 1922) as Hartford-Empire reserves and holds under this present Special Agreement for Ware Division H.

Section 8—Exclusion of Certain Patent Claims. All claims of United States patents 1,453,290 (Soubier), 1,600,962 (Peiler), and claims one (1) to thirty-eight (38) inclusive, of United States patent 1,592,299 (Howard) are excluded from the terms of this special agreement, and no free licenses under said patent claims are granted by this Agreement.

Section 9—Non-Acknowledgment of Validity. Corning Glass Works does not acknowledge the validity or the scope of any claim of any patent or application for patent under which it receives license rights by this special agreement.

Section 10—Excluding Sheet and Plate Glass. Nothing in this Agreement is intended to include or refer to sheet or plate glass.

[fols. 17739-17740] In witness whereof the parties hereto have hereunto and to a duplicate and triplicate hereof caused their names and seals to be affixed this twenty-third (23rd) day of January, 1930, Corning Glass Works acting herein by Eugene C. Sullivan, its President; Hartford-Empire Company by F. Goodwin Smith, its President, and Empire Machine Company by Alexander D. Falck, its president, all hereto duly authorized.

Corning Glass Works. By Eugene C. Sullivan, President.

In Presence of: Luella Hungerford, William H. Curtiss.

Hartford-Empire Company. By F. Goodwin Smith, President.

In Presence of: Arthur T. Safford, Jr., Ada J. Cornwall.

Empire Machine Company. By Alexander D. Falck, President.

In Presence of: Luella Hungerford, William H. Curtiss.

* * * * * * *

[fol. 17741] GOVERNMENT EXHIBIT No. 411

Agreement Amending Section 22 of Owens-Hartford General License Agreement

Agreement made this second (2nd) day of February, 1931, between Owens-Illinois Glass Company, (formerly known as The Owens Bottle Company), a corporation of Ohio, with its principal place of business at Toledo, Ohio, and Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut.

Witnesseth:

The parties hereto consent and agree that Section 22 of the General License Agreement among The Owens Bottle Company, Hartford-Empire Company, and others dated April 9, 1924, shall be and is hereby amended to read as follows, said amended reading to be effective on the date above mentioned, to-wit, the second (2nd) day of February, 1931:

Section 22—Licensing. Hartford may grant licenses under all the Licensed Inventions without the consent of Owens or its named subsidiaries.

In witness whereof the parties hereto have caused their corporate names and seals to be affixed hereto and to a duplicate hereof on the day and year first above written by their [fol. 17742] respective Presidents and attested by their respective Secretaries, all duly authorized in the premises.

Owens-Illinois Glass Company. By Wm. E. Levis, President.

Attest:

John H. McNerney, Secretary.

Hartford-Empire Company. By F. Goodwin Smith, President.

Attest:

Herbert Knox Smith, Secretary.

(Here follows 2 photolithographs, folios 17743, 17744-17745)

[fol. 17746] GOVERNMENT EXHIBIT No. 565

This Agreement made and entered into this 25th day of August, 1932, between Hartford-Empire Company, a corporation organized under the laws of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Peter Kucera, of Pittsburgh, Pennsylvania, (hereinafter called "Kucera"),

Witnesseth

That in consideration of the payments and covenants hereinafter set forth, said "Hartford" and said "Kucera" hereby agree as follows:

Section 1—Cash Payment—"Hartford" agrees to pay "Kucera", upon the execution of this agreement, the sum of Forty-five thousand ($45,000.00) Dollars.

Section 2—Assignment of Existing Inventions—

(a) "Kucera" whereby agrees to sell, assign and transfer to "Hartford" all his right, title and interest in and to applications for letters patent of the United States, Serial No. 576024, filed November 19th, 1931, and Serial No. 595984 filed March 1st, 1932, together with any divisions or renewals thereof and to the inventions embodied therein for the United States and further agrees to sell, assign and transfer to "Hartford" all the right, title and interest for the United States to and in all feeder inventions now owned or controlled by him and designed and adapted for use as an integral part of the Kucera Feeder as hereinafter defined [fol. 17747] in Section 3 below; provided, however, that said sale, assignment and transfer is expressly subject to a certain contract between McKee Glass Company of Jeannette, Pennsylvania, and Peter Kucera, dated August 11, 1931, and to the rights extended to Knox-O'Neill Company of Knox, Pennsylvania, by virtue of a certain Cancellation Agreement between Peter Kucera and Knox-O'Neill Company and Others of even date herewith, and it is expressly understood that no rights shall accrue to said McKee Glass Company or to Knox-O'Neill Company or to others from Hartford as a result of the foregoing sale, assignment and transfer.

(b) "Kucera" represents and covenants that he has the complete right, title and interest in and to the said applications and inventions, that he has the full and complete right to assign the same, and that the said rights are unencumbered save as above noted.

Section 3. Royalty Payments.—

(a) The term "Kucera Feeder", as used in this Agreement, shall comprise a glass feeding machine covered by the claims of the patents issuing upon the above named applications. Until the issuance of the first of said patents, it is agreed that the term "Kucera Feeder" shall be taken to mean a glass feeding device comprising in combination the following features: A forehearth having a submerged outlet at the bottom of a well, a hollow bell at least partially submerged in the glass and extending in to the well and intended and adapted as a means for applying pneumatic impulses to the glass above the outlet, the said bell being [fol. 17748] connected by suitable piping to a chamber connected with an oil pump or displacement mechanism, the said mechanism including two communicating chambers provided with a bath of oil or equivalent liquid, one of which chambers immediately communicates with the piping referred to and the other of which chambers is provided with a mechanical displacing member, the displacing member being driven by suitable mechanism to periodically apply impulses to the oil or liquid and through the oil or liquid to the air in the bell and thus to the glass, the combination further comprising a pair of shears adapted to close below and in spaced relation from the outlet of the forehearth to sever charges of glass, one such embodiment being shown by the working drawings identified as set out in Schedule A.

(b) Hartford agrees to pay to Kucera, subject to the minimum set forth in paragraph "c" below, at No. 106 Stewart Avenue, Carrick, Pittsburgh, Pennsylvania, or such other place as may be designated by Kucera in writing, the sum of Five hundred ($500.00) dollars for each such Kucera feeder, licensed, leased and/or sold or otherwise disposed of in the United States by Hartford prior to September 1st, 1952.

The time of payment by Hartford to Kucera for the using, licensing, leasing and/or selling or otherwise dispos-

ing of any such Kucera feeder, except as provided for in the first sentence of paragraph "c", shall be at the time when such Kucera feeder shall be shipped by Hartford, or not later than sixty days after such Kucera feeder is ready for shipment.

[fol. 17749] (c) Hartford guarantees that it will pay to Kucera, a minimum sum of Eight thousand ($8,000.00) dollars per year for a period of five (5) years, commencing September 1st, 1932, payable in advance in monthly installments of Six hundred sixty-six and 66/100 ($666.66) dollars, on or before the 5th day of each month; said minimum sum of Eight thousand ($8,000.00) dollars shall constitute full payment to Kucera in accordance with sub-paragraph "b" hereof, on sixteen (16) feeders or less, leased, licensed and/or sold by Hartford for each year during said five year period. For feeders in excess of sixteen (16) licensed, leased and/or sold or otherwise disposed of by Hartford in any one of the said five year period, and for feeders licensed, leased and/or sold or otherwise disposed of by Hartford after said five year period, payment shall be made in accordance with sub-paragraph "b" hereof.

(d) The licensing, leasing and/or selling or otherwise disposing of such feeders, shall rest in the sound commercial discretion of Hartford, provided, however, Hartford agrees that it will accept a bona fide order on Hartford's then existing standard terms and conditions from any one to whom Hartford would normally license or sell or otherwise dispose of in the course of its general business.

[fol. 17750] (e) If Hartford shall engage in the commercial manufacture of glassware and shall use one (1) or more Kucera Feeders as defined in this section and they shall be feeders for which Kucera shall not already have received Five Hundred ($500.00) Dollars, Hartford shall upon the commencement of such use by it, pay to Kucera the sum of Five Hundred ($500.00) Dollars per feeder.

Section 4. Transfer of Inventions Applicable to Kucera Feeder.—Kucera agrees to assign and transfer to Hartford without further consideration all his right, title and interest for the United States to and in all feeder inventions which may be adapted to or used as integral parts of the

Kucera feeder as above defined and which may be made hereafter or acquired by him prior to September 1st, 1952.
RWE. P. K.

Section 5. Transfer of other Future Feeder Inventions.—Kucera further hereby agrees to assign and transfer all his right, title and interest for the United States to and in all inventions made or acquired by Kucera hereafter and prior to September 1st, 1937, together with any applications filed or patents issued thereon, insofar as they include apparatus for or methods of feeding mold charges of molten glass from furnaces to forming machines, excluding, however, apparatus for or methods of drawing glass by suction into molds which impart, in whole or in part, any final form to the objects manufactured.

In the event that Hartford shall desire to embody any of the inventions included in this Section 5, in any one or more of the glass feeding machines, other than the Kucera [fol. 17751] Feeder, as above defined, which Hartford is at the time putting out or may in the future put out in the course of its general commercial business, Hartford shall pay to Kucera license fee for the commercial utilization by Hartford of said inventions, to be agreed upon by Hartford and Kucera, and in the event Hartford and Kucera are unable to agree as to such license fee, the same shall be determined by arbitration, in accordance with the terms of this agreement; provided, that no payment under this paragraph shall extend beyond September 1st, 1952.

Section 6. Notice to Kucera.—Hartford shall promptly notify Kucera as to the using, leasing, licensing and/or selling or otherwise disposing of any glass feeding machines covered by the terms of this contract.

Section 7.—Consulting Services.—Hartford shall have the right, upon reasonable notice to Kucera, to require his services or assistance in connection with work on the development or operation of glass feeding devices. For such services, Hartford will pay to Kucera, his reasonable expenses, and further, the sum of Fifty ($50.00) dollars a day for the entire time in which he is engaged in rendering such services. Such reasonable expenses and the determination of what constitutes a day, for purposes of the payment of the named fee, shall be in accordance with Hartford's prevailing practice.

Section 8. Patent Prosecution.—Hartford, at its own expense, will use its best efforts to obtain adequate patent protection for the inventions in the above named applica-
[fol. 17752] tions, and also upon feeder inventions to be assigned in accordance with Sections 4 and 5. Kucera agrees to render such assistance as Hartford finds advisable in connection with such patent protection and will execute such patent applications and assignments and all other instruments desirable or necessary for procuring the issue of patents or reissues and extensions thereof to Hartford, and for vesting in Hartford the right, title and interest therein. Kucera will assist by testifying in interferences and other proceedings and in defending or prosecuting patent litigation in which Hartford is concerned, but shall be entitled to compensation for time so spent at the rate as is above set forth for consulting services.

Kucera agrees to deliver promptly to Hartford all drawings, sketches, descriptions and other data constituting or forming a part of the history of the development of any of his said inventions, and Hartford agrees to promptly supply Kucera with copies of the same for use by the said Kucera in the prosecution of foreign patents.

Section 9. Arbitration.—All matters for which arbitration is specifically provided for by this agreement or any dispute arising out of or relating to this agreement or as a result thereof, shall be submitted to the American Arbitration Association and settled by them in accordance with their practice and procedure and judgment may be entered on the award in any Court having jurisdiction.

[fols. 17753-17756] *Section 10. Foreign Rights.*—It is expressly agreed and understood that this agreement does not refer to or include any rights for countries foreign to the United States or any patents which Kucera now has or may apply for and acquire in the future in countries foreign to the United States.

Section 11. Binding on Successors.—

(a) The rights and obligations hereunder of Kucera shall extend to and be binding upon his heirs and personal representatives. This contract shall extend to and be binding upon the successor to the entire feeder business of Hartford, but the obligations thereof shall otherwise be non-transferable by either party hereto.

(b) Hartford agrees that in case of bankruptcy proceedings or an assignment be made by it for the benefit of creditors, or a receiver be appointed over it, then and in such case, the entire balance payable to Kucera, or to be paid for the remainder of the five year period mentioned above, shall at his option become immediately due and payable as if by the terms of this contract, it were payable in advance.

In Witness Whereof the parties hereto have hereunto set their hands and seals, Hartford acting herein by its officers duly authorized.

Hartford-Empire Company. By Roger W. Eldred, General Manager; Peter Kucera.

Attest: A. T. Safford, Jr., Secretary. A. S. ——.

[fol. 17757] GOVERNMENT EXHIBIT No. 566

This Assignment witnesseth:

That I, Peter Kucera, of Pittsburgh, in the County of Allegheny, and State of Pennsylvania, in consideration of One Dollar to me in hand paid by Hartford-Empire Company, a corporation organized and existing under the laws of the State of Delaware, and having a place of business at Hartford, in the State of Connecticut, and of other valuable considerations, the receipt of which is hereby acknowledged, have sold, assigned and transferred, and do by these presents sell, assign and transfer unto said Hartford-Empire Company, its successors and assigns, the entire right, title and interest in, to and under my applications for Letters Patent of the United States as follows:

Serial No. 576,024, filed November 19, 1931,
Serial No. 595,984, filed March 1, 1932,

together with the inventions claimed and to be claimed in the said applications, and including any and all Letters Patent of the United States that may be granted thereon, with any and all divisions, renewals, reissues and extensions thereof, subject, however, to the exceptions set forth in an Agreement between Hartford-Empire Company and myself, dated August 25th, 1932.

And for the said considerations I hereby further covenant and agree that I will upon the request and at the expense of the said Hartford-Empire Company, its successors and assigns, execute applications, assignments, oaths and statements, will testify in interference and other proceedings in which the said applications or the said Letters Patent may be involved, and will do all other and further proper acts that Counsel for said Company may deem necessary or expedient to obtain said Letters Patent, and any divisions, renewals, reissues or extensions thereof, and to vest the same in the said Hartford-Empire Company, its successors and assigns.

And I hereby authorize and request the Commissioner of Patents to issue the said Letters Patent, when granted, to the Hartford-Empire Company, its successors and assigns, in accordance with this assignment.

Signed at Pittsburgh, Pennsylvania, this 26th day of August, 1932.

Peter Kucera.

STATE OF PENNSYLVANIA,
County of Allegheny, ss:

Personally appeared before me the above named Peter Kucera, who in my presence this 26th day of August, 1932, acknowledged the execution of the foregoing assignment, and acknowledged it to be his free act and deed.

Anna Opolenak, Notary Public. My commission expires March 7th, 1935. (Seal.)

Recorded Transfers of Patents, U. S. Patent Office, Sept. 29, 1932. Liber F154, page 20. Thomas E. Robertson, Commissioner of Patents.

[fol. 17758] GOVERNMENT EXHIBIT No. 568

General License from Owens-Illinois Glass Company and Owens-Illinois Pacific Coast Company to Hartford-Empire Company.

This Agreement made and entered into as of the 30th day of September, 1935, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, hereinafter called "Owens," Owens-Illinois Pacific Coast Company, a corporation of

Delaware, having its principal place of business at San Francisco, California, hereinafter called "Owens-Pacific," and Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford";

Witnesseth:

That for and in consideration of One Dollar ($1.00) and other good and valuable considerations in hand paid by each of the parties to the other, receipt whereof is hereby [fol. 17759] acknowledged, and of the mutual covenants herein contained, it is agreed by and between the parties, as follows:

Section 1. *Cancellations.* All existing contracts, licenses and agreements between Owens and Hartford, and Owens-Pacific and Hartford, are hereby cancelled, but this cancellation does not bring into effect any contracts, licenses, or agreements heretofore existing between them.

Owens and Hartford and Owens-Pacific and Hartford hereby acknowledge full satisfaction and settlement under all prior contracts, licenses, and agreements between them.

Section 2. *Definitions.*

(A) *Licensed Inventions.* "Licensed Inventions" shall be defined as and held to include the following inventions and/or interests therein, now owned or controlled, or hereafter owned, acquired, or controlled by Owens and/or by Owens-Pacific, prior to January 3, 1945, in so far as, and while, the same are covered by unexpired United States letters patent or by pending applications filed at any time on inventions so owned or controlled by Owens and/or by Owens-Pacific prior to January 3, 1945, and in so far as the same are included in the inventions described below in this Section 2:

Inventions of apparatus for or methods of feeding mold charges of molten glass (hereinafter called "Feeders") from furnaces to forming machines, excluding, however, from this definition apparatus for, and methods of, drawing molten glass by suction into molds. Drawing molten glass by suction into a gathering cup (not a mold) and [fol. 17760] discharging the gather into a mold, shall be included in "Licensed Inventions."

Inventions of apparatus for or methods of forming glass by forming machines (hereinafter called "Formers") if

and so far as such inventions are used or usable with, but only for use with, apparatus for and/or methods of feeding molten glass, other than said drawing molten glass by suction into molds, and other than hand-manipulated punties, hand-manipulated blowpipes or other hand process; but any apparatus for, or methods of, assembling or treating glass blocks, or glass block sections, after such blocks or sections have been formed in the mold, shall not be considered Formers.

Inventions relating to furnaces as such, and to other apparatus and/or methods which are not functional parts of the feeding or forming process, shall not be included in "Licensed Inventions."

(B) *Subsidiaries.* A subsidiary of a party hereto is any corporation or association of which such party owns over fifty per cent (50%) of the voting capital stock or has equivalent ownership.

Section 3. *Owens' License to Hartford.* Owens and Owens-Pacific severally grant to Hartford a non-exclusive, divisible, and assignable license (without royalty) to make, or have made, license, use, lease and/or sell machines and/or methods under all Licensed Inventions of Owens and of Owens-Pacific, respectively, subject, however, to the exclusion set forth in Schedule A hereto attached. Such license shall extend to the expiration date of the latest expiring patent on any Licensed Invention of Owens or of Owens-Pacific.

[fol. 17761] Section 4. *Hartford's Payment to Owens.* In consideration of the royalty-free license granted by Section 3 hereof, and the fact that the Licensed Inventions of Owens, rights under which are thereby acquired by Hartford, are of great value to Hartford and to Hartford's licensees, and some of said Licensed Inventions of Owens are essential to Hartford and to the operation by Hartford's licensees of Hartford Feeders; and in consideration of the further fact that Hartford expects that Owens will develop other Licensed Inventions which will be of further great value to Hartford and to Hartford's licensees, Hartford agrees to pay to Owens the sum of Two Million Five Hundred Thousand Dollars ($2,500,000) in quarterly installments of Two Hundred Fifty Thousand Dollars ($250,000) each, the first of which shall be due December 15, 1935.

Section 5. *Extension of Rights and Obligations to Subsidiaries.* The rights acquired by Hartford under this Agreement are hereby extended to each and every present and future subsidiary of Hartford, which rights, however, shall continue only so long as Hartford holds such rights and such subsidiary remains a subsidiary of Hartford. The grant by Owens-Pacific in Section 3 hereof, is limited to the Licensed Inventions which it now owns or which it shall acquire while it remains a subsidiary of Owens.

Section 6. *Arbitration.* Any controversy or claim arising out of or relating to this Agreement, or as a result thereof, shall be settled by arbitration under the rules, then obtaining, of the American Arbitration Association and judgment may be entered on the award in the highest Court having jurisdiction.

[fol. 17762] In witness whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Owens-Illinois Glass Company. By Wm. E. Levis, President.

Attest:

John H. McNerney, Secretary.

Hartford-Empire Company. By F. Goodwin Smith, President.

Attest:

Arthur T. Safford, Jr., Secretary.

Signed October 14, 1935—10 A. M.

Owens-Illinois Pacific Coast Company. By Harold Boeschenstein, Vice President.

Attest:

E. F. Martin, Asst. Secretary.

[fol. 17763] SCHEDULE A

Annexed to General License from Owens-Illinois Glass Company and Owens-Illinois Pacific Coast Company to Hartford-Empire Company.

Dated: September 30, 1935.

Exclusion of Owens

The following article is expressly excluded and shall not be produced under this General License:

"Fibers", that is, filaments of glass, whether solid or hollow, as distinguished from tubing and cane, as these terms are now generally understood in the trade.

[fol. 17764] GOVERNMENT EXHIBIT No. 569

General License from Hartford-Empire Company to Owens-Illinois Glass Company

This Agreement made and entered into as of the first day of October, 1935, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford," and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of busines at Toledo, Ohio, hereinafter called "Owens";

Witnesseth:

That for and in consideration of One Dollar ($1.00) and other good and valuable considerations in hand paid by each of the parties to the other, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, it is agreed by and between the parties, Hartford and Owens, as follows:

Section 1. *Definitions.*

(A) *Licensed Inventions.* "Licensed Inventions" shall be defined as and held to include the following inventions and/or interests therein, now owned or controlled, or hereafter owned, acquired or controlled by Hartford, prior to [fol. 17765] January 3, 1945, in so far as, and while, the same are covered by unexpired United States letters patent or by pending applications filed at any time on inventions

so owned or controlled by Hartford prior to January 3, 1945, and in so far as the same are included in the inventions described below in this Section 1.

Inventions of apparatus for or methods of feeding mold charges of molten glass (hereinafter called "Feeders") from furnaces to forming machines, excluding, however, from this definition apparatus for, and methods of, drawing molten glass by suction into molds. Drawing molten glass by suction into a gathering cup (not a mold) and discharging the gather into a mold, shall be included in "Licensed Inventions."

Inventions of apparatus for or methods of forming glass by forming machines (hereinafter called "Formers") if and so far as such inventions are used or usable with, but only for use with, apparatus for and/or methods of feeding molten glass, other than said drawing molten glass by suction into molds, and other than hand-manipulated puntis, hand-manipulated blowpipes or other hand process; but any apparatus for, or methods of, assembling or treating glass blocks, or glass block sections, after such blocks or sections have been formed in the mold, shall not be considered Formers.

Inventions relating to furnaces as such, and to other apparatus and/or methods which are not functional parts of the feeding or forming process, shall not be included in "Licensed Inventions."

(B) *Hartford's Lowest Rates.* This shall mean the lowest rates of royalty for any given ware (whatever form [fol. 17766] such royalty may take) which shall at the given time be charged by Hartford to any licensee in the United States for the production of the same class of ware by the same type of machine and/or process. If Hartford has no licensee for a given class of ware by a given type of machine and/or process, and if Owens and Hartford are unable to agree upon such rates, the same shall be determined by arbitration with due consideration of the lowest rates under similar conditions charged others by Hartford for the manufacture of similar, but not necessarily identical, ware by the same machine and/or process, or the identical ware by another, but not identical, machine and/or process and the relative efficiency thereof. The rates payable by Corning Glass Works, a New York corporation, for

the glassware listed in Schedule A, hereto annexed, shall not be considered in determining Hartford's Lowest Rates.

(C) *Subsidiaries.* A subsidiary of a party hereto is any corporation or association of which such party owns over fifty per cent (50%) of the voting capital stock or has equivalent ownership.

Section 2. *Hartford's License to Owens.*

Hartford grants to Owens a nonexclusive, nonassignable (except to the successors to its entire glass container manufacturing business), and nondivisible (except to its subsidiaries) license to make, or have made for it, and to use, machines and/or methods embodying Licensed Inventions of Hartford for the manufacture of glassware (and parts thereof and therefor), subject, however, to all of the exclusions in Schedule B hereto attached. Said license shall extend to the expiration date of the latest expiring patent [fol. 17767] on any Licensed Invention of Hartford, unless said license is sooner surrendered and terminated as hereinafter provided.

As to each Feeder owned by Owens embodying any Licensed Invention of Hartford, an individual license, in the form used at the time by Hartford under similar conditions with others, shall be issued by Hartford to evidence such licensing; provided, however, that the terms and conditions of any individual license issued by Hartford to Owens under the provisions of this Section 2 shall not alter or set aside any of the terms of this agreement.

Section 3. *Royalties Payable by Owens.*

(A) While Owens holds the license granted to it by Section 2 hereof, Owens shall pay to Hartford royalties, at Hartford's Lowest Rates of royalty, on all merchantable glassware manufactured by Owens by the use of any Licensed Invention of Hartford.

Schedule C, attached hereto, contains Hartford's Lowest Rates applying to Feeders and to Hartford Formers now held under license and/or lease by Owens. Hartford shall promptly notify Owens of any change in said rates.

As to the Formers now or hereafter owned by Owens and not acquired from Hartford, and covered by any patent of Hartford relating to Licensed Inventions, the question of whether or not royalties shall be payable by Owens and the

amount of royalty, and other conditions, if any, shall be determined by agreement or, in default thereof, by arbitration. In making their award, the principal consideration of the arbitrators shall be whether other users of a substantial proportion of the same type of formers under like conditions in the United States are paying royalty to Hartford on account of such use, and the amount they are so paying.

In case of any dispute as to whether the use of any particular method or apparatus by Owens does or does not [fol. 17768] constitute a use of Licensed Inventions of Hartford, the matter shall be settled by arbitration.

(B) Owens shall pay to Hartford a minimum royalty of Five Hundred Thousand Dollars ($500,000) for each year during each of the first three years from the date hereof; that is to say, if the sum of the production royalties, plus any minimum royalties, paid by Owens under the individual license and/or lease agreements provided for in Sections 2 and 4 hereof, shall be less than an average of Five Hundred Thousand Dollars ($500,000) for each of said three years, Owens shall pay the deficiency in cash at the end of the third year; provided, however, that any payments made during said three years in commutation of royalties upon surrender of any such individual licenses and/or lease agreements, shall not be considered in determining such minimum annual royalty.

Section 4. *Lease and Sale of Machines by Hartford.* Owens shall have the right to take, on lease from Hartford, for the uses herein granted to Owens under Section 2 above and at the royalties provided in Section 3 above, such mechanisms embodying any of said Licensed Inventions as shall be built by or for Hartford, for license fees as low as are charged, and upon terms and conditions as favorable to Owens as are granted at the time of such leasing, to any other licensee by Hartford for such mechanisms under similar conditions; provided, however, that the terms and conditions of any lease contract issued by Hartford to Owens under the provisions of this Section 4 shall not alter or set aside any of the terms of this Agreement.

[fol. 17769] The leasing of each such mechanism shall be evidenced by the issuance to Owens by Hartford of a lease contract of substantially the same terms and conditions as

are at the time of such leasing contained in Hartford's standard lease contract relating to similar mechanisms.

If, after any such lease or leases (or any licenses under Section 2 hereof) are issued to Owens and, before the expiration of the term thereof, more favorable terms or conditions under similar circumstances shall be granted to others by Hartford, such more favorable terms or conditions shall be included by way of amendment in such existing leases and/or licenses to Owens.

If Hartford shall sell any mechanism embodying any of said Licensed Inventions, Owens shall have the right to purchase a like mechanism under the most favorable terms granted under similar conditions to any other.

Section 5. *Surrender of Hartford's License to Owens.* After three years from the date hereof, Owens may, on sixty days' written notice to Hartford, surrender and terminate its license from Hartford granted to it by Section 2 hereof, providing that Owens pays or has paid to Hartford, over and above the total minimum payments provided for in Section 3 (B) hereof for the first three years from the date hereof, the further sum of not less than One Million Dollars in production royalties, minimum royalties, and/or commuted royalties under the individual license and/or lease agreements provided for in Sections 2 and 4 hereof. [fol. 17770] Upon surrendering and terminating said license, Owens (1) shall surrender and deliver to Hartford all machines and mechanisms held by Owens under lease from Hartford, (2) shall pay any commuted royalties that shall be due on such surrendered machines and mechanisms, (3) shall pay such other commuted royalties as shall be payable on other machines and mechanisms licensed under Section 2 hereof, and (4) shall pay all other sums due under this Agreement to the date of such surrender and termination.

Section 6. *Extension of Rights and Obligations to Subsidiaries of Owens.* The rights acquired by Owens under this Agreement are hereby extended to each and every present and future glassware manufacturing subsidiary of Owens, which rights, however, shall continue only so long as Owens holds such rights and such subsidiary remains a subsidiary of Owens. While any such subsidiary is enjoying such rights, it shall be bound to Hartford for the obli-

gations arising from the exercise of such rights. Owens shall be responsible to Hartford for the performance by each such subsidiary, while it remains an Owens subsidiary, of all such obligations to Hartford of such subsidiary.

Section 7. *Arbitration.* All matters for which arbitration is specifically provided by this Agreement, or any controversy or claim arising out of or relating to this Agreement, or as a result thereof, shall be settled by arbitration under the rules, then obtaining, of the American Arbitration Association and judgment may be entered on the award in the highest court having jurisdiction.

[fol. 17771] In witness whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company. By F. Goodwin Smith, President.

Attest:

Arthur T. Safford, Jr., Secretary.

Signed October 14, 1935—10:05 A. M.

Owens-Illinois Glass Company. By Wm. E. Levis, President.

Attest:

John H. McNerney, Secretary.

Owens-Illinois Pacific Coast Company hereby accepts the rights extended to it by the foregoing Agreement as a glass manufacturing subsidiary of Owens and binds itself to Hartford for the obligations arising from its exercise of such rights; but upon the condition that it shall not be responsible for the acts or covenants of Owens or any other subsidiary of Owens.

Owens-Illinois Pacific Coast Company. By Harold Boeschenstein, Vice President.

Attest:

E. F. Martin, Asst. Secretary.

[fol. 17772] SCHEDULE A

Annexed to General License from Hartford-Empire Company to Owens-Illinois Glass Company

Dated: October 1, 1935

Glassware Excluded in Determining Hartford's Lowest Rates

1. Ware Division A shall consist of bulbs to be made into incandescent electric lamps or into any other permanently sealed enclosures for electrical purposes, and of tubing and cane for use in the manufacture of incandescent electric lamps and of other permanently sealed enclosures for electrical purposes.

Ware Division B shall consist of signal and optical glassware. This is ware whose form or composition is chiefly intended and adapted to refract or reflect light or absorb selected forms of energy, or to absorb light of selected wave lengths. Vault lights, bulls-eyes formed as integral parts of lantern globes, and actinic absorption glasses used in containers are excluded from this Division.

Ware Division C shall consist of glassware intended and adapted for use where its physical strength or heat resistance or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear co-efficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric [fol. 17773] strength, or higher thermal endurance, or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

Ware Division D shall consist of glassware intended and adapted for holding food in the process of cooking or sterilizing (excluding "containers" from this Division), and of articles not now made of glass, made from novel glasses developed by Corning Company and demanding for the successful use for such article properties not found in ordinary glasses.

Ware Division F shall consist of ware (a) in part of what is commonly known as laboratory ware, to-wit, ware

intended and adapted especially for chemical and physical (including biological) testing or investigation, and ware intended and adapted especially for medical or surgical purposes and having a utility or value beyond the functions of a "container," and further, consisting (b) in part of what is known as art glass, to-wit, ware which is colored, translucent or opaque, and which on account of the aesthetic value of its color, translucency or opacity, sells on the market at a price substantially in excess of that which similarly shaped ware in transparent colorless glass would bring.

Ware Division G shall consist of drawn tube and cane.

Ware Division H shall consist of paste mold ware, that is to say, any ware made by rotating either the gather or the mold in relation to each other during blowing.

2. Also Ware Division E, which shall consist of articles of glass which are especially adapted by reason of form or composition for electrical purposes when articles included therein are made on machines embodying rights controlled by Empire Machine Company on June 7, 1922 or which by reason of contracts then in force it should acquire.

[fol. 17774] SCHEDULE B

Annexed to General License from Hartford-Empire Company to Owens-Illinois Glass Company

Dated: October 1, 1935

Exclusions of Hartford

The following articles are expressly excluded and shall not be produced under this General License Agreement.

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where its heat resistance, physical strength or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear coefficient of thermal

expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric strength or higher thermal endurance or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended [fol. 17775] and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Hot mold or paste mold tumblers; lantern globes; gas globes; chimneys; drawn tubing and cane.

(f) Marbles and lithographers' balls.

(g) Flat glass, that is to say, plate glass, sheet glass, window glass, rough rolled and ribbed glass, and also figured glass, colored and wire glass of the foregoing kinds in this paragraph (g) but not including glass blocks or sections thereof.

(h) Glass vacuum bottles comprising any bottles, jars, jugs and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders.

(i) All of the following ware when made on glass feeding machines of the Tucker and Reeves type which embody a swinging pressure cup in which gas is burned, or embodying a swinging pressure cup in combination with an annular burner surrounding the outlet, to-wit:

1. Pressed tumblers and pressed jelly glasses, blown tumblers, blown stemware, pressed and blown tumblers and pressed and blown stemware.

2. Packers' ware, block mold type, with jelly rings thereon; all other ware which is pressed only, and not blown or pressed and blown—except vault lights; ointment jars; finger bowls; plates; nappies, salt shakers; individual salts; wax cups; stoppers, caps and covers for bottles and jars (not including fruit jar caps and covers); drawn pulls, furniture balls (substitutes for casters); lenses for flash-lights, bullseyes, head-lights, etc.; mangin [fol. 17776] mirrors (for moving picture production; prism glass; novelties and toys (fuse cases; animals); all ware for the production of which Federal Glass Company has

exclusive rights under existing contracts and not heretofore granted by Federal Glass Company to Capstan; paper weights; stem ware (example, wine and cocktail glasses); measuring glasses—packers' jars adaptable for top seal, top side seal, and side seal caps of types such as American metal top side seal, or friction seal caps, or Anchor Cap and Closure caps, or Phoenix Hermetic "Cinch" or "Hermetic" caps, but of no other type of finish.

(j) Articles of glass which are especially adapted by reason of form or composition for electrical purposes when made on machines embodying rights controlled by Empire Machine Company on June 7, 1922 or which by reason of contracts then in force it should acquire.

(k) Milk bottles or cream bottles when made on the Hartford Paddle Needle Feeder and/or the Hartford Milk Bottle Machine.

(l) "Fibers", that is, filaments of glass whether solid or hollow as distinguished from tubing and cane, as these terms are now generally understood in the trade.

All of the froegoing exclusions (except hot mold or paste mold tumblers, gas globes, chimneys, fibres and flat glass as described in (g) above) are made because of the fact that Hartford has outstanding contracts granting exclusive rights on such excluded ware. If, during the life of said General License, any such exclusive right, excepting those exclusions set out in parenthesis above, shall cease to be exclusive to any one concern, Hartford will remove said exclusion or exclusions from said General License and will so notify Owens.

[fol. 17777] SCHEDULE C

Annexed to General License from Hartford-Empire Company to Owens-Illinois Glass Company

Dated: October 1, 1935

RATES OF ROYALTY

The weights below specified are the weights of the finished articles.

	1. Blown or Pressed and Blown	2. Purely Pressed*
	Per Gross	Per Gross
2 oz. weight and under	10 cents	7.5 cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 "	8.25 "
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 "	9.00 "
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 "	9.75 "
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 "	10.50 "
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 "	11.25 "
Over 16 oz. wt. and not exceeding 20 oz. wt.	18 "	12.00 "
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 "	13.50 "
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 "	15.75 "
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of 1 cent	1/16 of 1 cent
Over 96 oz. wt. and not exceeding 128 oz. wt.	1/6 of 1 cent	1/8 of 1 cent

*Purely Pressed (that is, produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced).

(1) The royalty on all fruit jars for domestic (household) use up to and including one-half gallon capacity shall be twelve cents (12¢) per gross.

(2) No royalty shall be payable by Licensee upon stoppers, caps, lids and/or liners.

[fol. 17778] (3) The royalty rates on milk and cream bottles shall be twenty (20) cents per gross for one quart size, and fifteen (15) cents per gross for one pint size, and twelve (12) cents per gross for one-half pint size, and ten (10) cents per gross for one-quarter pint size, and for other sizes a royalty proportioned by weight of product to the royalty for the nearest standard size.

Whenever Licensee in any one calendar year shall have produced, with Licensed Inventions, a total of five hundred thousand (500,000) gross of milk bottles, Hartford will, during the term of this Agreement, pay to Licensee, a refund upon the royalties paid by Licensee upon additional milk bottles thereafter produced, during such year, by Licensee. Such refund shall be equivalent to seven cents (7¢) per gross upon such subsequent additional production, but shall not be paid upon more than a total additional production of five hundred thousand (500,000) gross. Such refunds shall be paid monthly within ten days after Hartford shall have received from Licensee the monthly royalty payable upon such additional production; provided that no milk bottles of a size smaller than one-half (½) pint shall be included or counted in such first total of five hundred thousand (500,000) gross or in any production additional thereto.

(4) The rate of royalty for the Hartford Individual Section Machine shall be two cents (2¢) per gross; for the Hartford Press & Blow Machine it shall be six cents (6¢) per gross for ware other than fruit jars for domestic (household) use.

[fol. 17779] GOVERNMENT EXHIBIT No. 570

Amendment to General License from Hartford-Empire Company to Owens-Illinois Glass Company

This agreement made and entered into as of the first day of January 1936 between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford" and Owens-Illinois Glass Company, a corporation of Ohio having its principal place of business at Toledo, Ohio, hereinafter called "Owens";

Witnesseth that for and in consideration of one Dollar and other good and valuable considerations in hand paid by each of the parties to the other, receipt of which is hereby acknowledged, and of the mutual covenants herein contained, it is agreed by and between the parties, Hartford and Owens, that Schedule "C" of the General License from Hartford-Empire Company to Owens-Illinois Glass Company, dated October 1, 1935, shall be amended by striking

out Paragraph (3) thereof, the effect of said amendment being to make applicable to milk and cream bottles the royalty schedule set forth on Page 14 of said General License instead of the royalty rates specified in said Paragraph (3). [fol. 17780] In Witness Whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company. By F. Goodwin Smith, President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Owens-Illinois Glass Company. By C. B. Belknap, Vice President.

Attest: John H. McNerney, Secretary.

[fol. 17781] GOVERNMENT EXHIBIT No. 571

Suction Inventions License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

This Agreement made and entered into as of the first day of October, 1935, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford", and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, hereinafter called "Owens", Witnesseth:

That for and in consideration of One Dollar ($1.00) and other good and valuable considerations in hand paid by each of the parties to the other, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, it is agreed by and between the parties, Hartford and Owens, as follows:

Section 1. *Definitions.* "Suction Inventions" shall be defined as and held to include the following inventions and/or interests therein, now owned or controlled, or hereafter owned, acquired or controlled by Hartford prior to January 3, 1945, in so far as, and while, the same are covered by unexpired United States letters patent or by pending applications filed at any time on inventions so owned or controlled by Hartford prior to January 3, 1945,

[fol. 17782] and in so far as the same are included in the inventions described below in this Section 1:

Inventions of apparatus for or methods of drawing molten glass by suction into molds, excluding, however, drawing molten glass by suction into a gathering cup (not a mold) and discharging the gather into a mold.

Inventions of apparatus for or methods of forming glass by forming machines if and so far as such inventions are used or usable with, but only for use with, apparatus for and/or methods of drawing molten glass by suction into molds, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold.

Inventions relating to furnaces as such, and to other apparatus and/or methods which are not functional parts of the gathering or forming process, shall not be included in Suction Inventions.

Section 2. *Hartford's License to Owens.* Hartford hereby grants to Owens, royalty free, a non-exclusive, non-assignable (except to the successors to its entire glass manufacturing business) and non-divisible (except for its subsidiaries and/or to one other corporation and its subsidiaries) license to make or have made for it or them, and to use, machines and/or methods embodying all Suction Inventions of Hartford, for the manufacture of glassware, and parts thereof or therefor, subject, however, to all the exclusions in Schedule A hereto attached. Said license shall extend to the expiration date of the latest expiring patent on any Suction Invention of Hartford.

Section 3. *Owens' License to Hartford.* Owens hereby grants to Hartford a license to make use and sell and to license others to make, use and sell machines and/or methods embodying the inventions of claims 11, 12 and 13 of Letters Patent of the United States to Kadow No. [fol. 17783] 1,894,100, but only in the production of glass bottles, jars, vacuum bottles or flasks and other containers. The license hereby granted is nonexclusive and nonassignable except to the successors to the business of Hartford. This license is royalty free and shall run for the life of the patent, but shall extend solely and only to Claims 11, 12 and 13 of said patent and shall not by implication be extended to any other claims of the patent or to the claims of any other patent.

Section 4. *Arbitration.* Any controversy or claim arising out of or relating to this Agreement, or as a result thereof, shall be settled by arbitration under the rules, then obtaining, of the American Arbitration Association and judgment may be entered on the award in the highest court having jurisdiction.

In witness whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company. By F. Goodwin Smith, President.

Attest: Arthur T. Safford, Jr., Secretary.

Signed October 14, 1935—10:20 A. M.

Owens-Illinois Glass Company. By Wm. E. Levis, President.

Attest: John H. McNerney, Secretary.

[fol. 17784] SCHEDULE A

Annexed to Suction Inventions License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company, dated October 1, 1935

EXCLUSIONS OF HARTFORD

The following articles are expressly excluded and shall not be produced under this Suction Inventions License Agreement:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where its heat resistance, physical strength or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a

higher electric strength or higher thermal endurance or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended [fols. 17785-17788] and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Drawn tubing and cane.

(f) Glass vacuum bottles consisting of any bottles, jars, jugs, and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders, for lunch kits, for factory, office and school uses; picnic containers, traveling and camping uses; office and home jug sets and carafes.

(g) Marbles and lithographers' balls.

[fol. 17789] GOVERNMENT EXHIBIT No. 572

License Agreement between Owens-Illinois Glass Company and Hazel-Atlas Glass Company

License Agreement made and entered into as of October 3, 1935, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business in Toledo, Ohio (hereinafter called Owens), and Hazel-Atlas Glass Company, a corporation of West Virginia, having its principal place of business in Wheeling, West Virginia (hereinafter called Hazel).

Whereas, Owens and Hazel have heretofore entered into various patent license agreements beginning in the year 1909, relating to machines and methods for manufacturing glassware, including the use of Suction Inventions, Former Inventions and Feeder Inventions, as hereinafter defined, free of royalty as to certain articles of glassware and with additional articles of glassware added by later agreements upon royalty payment, all of which were from time to time amended and last expressed in agreements dated as of July 1, 1932 and August 24, 1933.

[fol. 17790] Now, therefore, in consideration of the premises and the mutual promises and covenants herein contained, it is agreed as follows:

Section 1. *Cancellation of Previous Agreements.*

All existing patent license agreements between Owens and Hazel are hereby cancelled, including, among others, but not limited to, the General License Agreement and the Supplemental License Agreement between the parties, dated as of July 1, 1932, and the Second Supplemental Agreement, dated as of August 24, 1933. Each party hereto releases the other from any and all causes of action, rights of recovery and claims of whatsoever nature arising out of, and/or out of any breach or violation of, any of the agreements hereby cancelled.

Section 2. *Definitions.*

"Feeder Inventions" shall mean inventions of apparatus for or methods of feeding mold charges of molten glass from furnaces to forming machines, excluding, however, from this definition apparatus for, and methods of, drawing molten glass by suction into molds. Drawing molten glass by suction into a gathering cup (not a mold) and discharging the gather into a mold shall be included in Feeder Inventions.

"Former Inventions" shall mean inventions of apparatus for or methods of forming glass by forming machines if and so far as such inventions are used or usable with, but only for use with apparatus for and/or methods of feeding molten glass other than said drawing molten glass by suction into molds, and other than hand manipulated punties, hand manipulated blow pipes or other hand processes.

"Suction Inventions" shall mean inventions of apparatus for or methods of drawing molten glass by suction [fol. 17791] into molds, excluding however, drawing glass by suction into a gathering cup (not a mold) and discharging the gather into a mold and inventions of apparatus for or methods of forming glass by forming machines if and so far as such inventions are used or usable with, but only for use with, apparatus for and methods of drawing glass by suction into molds, excluding, however, drawing glass by suction into a gathering cup (not a mold) and discharg-

ing the gather into a mold. "Suction machines" shall mean machines embodying Suction Inventions.

Inventions relating to furnaces as such, and other apparatus which are not functional parts of the gathering or forming process, shall not be included in Feeder, Former or Suction Inventions.

"Licensed Inventions" shall mean the Feeder Inventions, Former Inventions and/or Suctions Inventions as to which a party hereto may be licensed hereunder from time to time and during such license.

A "subsidiary" of any party hereto is any corporation or association of which such party owns over fifty per cent (50%) of the voting capital stock or has equivalent ownership.

Section 3. *Owens License to Hazel.*

Owens grants to Hazel, royalty free, a non-exclusive, non-assignable and non-divisible license to make or have made for it and/or to use machines and/or methods embodying Suction Inventions, for the manufacture of bottles and jars of all kinds (excepting bottles and jars for containing milk, cream, beverages and prescriptions, or any of them, and excepting bottles and jars having a capacity of more than four gallons). The license granted by this Section is unlimited as to quantity, excepting as to bottles and jars for containing pharmaceutical preparations, the products [fol. 17792] of manufacturing chemists, patent or proprietary medicines, or other proprietary preparations, as to which excepted bottles and jars production under this license is limited in each calendar year to a number thereof which shall be 40% of the number of bottles and jars of all kinds produced (other than the bottles and jars excepted in this sentence but including those excepted in the next preceding sentence) by Hazel in such year by all methods of production, whether under this license or not. The word "beverages" as used in this Agreement shall not include fruit juices, meat juices or vegetable juices.

The license granted under this Section shall be under all Suction Inventions of Owens and under all United States patents now issued or hereafter issued thereon insofar as such patents may cover Suction Inventions, and as to which Owen now or hereafter can grant a license, and shall run to January 3, 1945, unless sooner terminated; but if

Hazel shall use the stationary pot covered by certain O'Neill patents, either under the license granted by this Section 3 or under the license granted by Section 5 it shall pay Owens the sum of Fifty Thousand Dollars for the right to do so. Each machine or mechanism made by Hazel or made for it by others than Owens, pursuant to the provisions of this Section, shall be evidenced by the issuance to Hazel by Owens of an individual license, the terms of which shall not conflict with the provisions of this Agreement.

Section 4. *Hazel's License to Owens.*

Hazel grants to Owens, royalty free, a divisible and assignable license to make or have made for it, license, use, lease, and/or sell machines and/or methods under all the Suction Inventions of Hazel, acquired prior to January 3, 1945, and under all United States patents now issued or hereafter issued thereon in so far as such patents may [fol. 17793] cover Suction Inventions. Such license shall be exclusive (except that Hazel shall retain a non-exclusive right to make or have made for it and to use) and shall run for the life of the last expiring such patent issued or to be issued.

Section 5. *Additional License under Suction Inventions, Feeder Inventions and Former Inventions.*

If and when (1) neither Owens nor Hazel shall be a licensee of Hartford-Empire Company, a Delaware corporation, or of any successor to its licensing business, for the use of Feeder Inventions, or (2) Hazel shall cease to be such a licensee and Owens though such a licensee makes less than 15% of its glass containers under such a license from the Hartford-Empire Company, then in either of the cases described in clauses (1) and (2) above, each Owens and Hazel shall enjoy, one from the other, the rights and licenses hereinafter set forth in the subsections of this Section 5.

A. *Owens License to Hazel.*

Hazel shall have and enjoy, except as hereinafter provided, a non-exclusive, non-assignable and non-divisible license to make or have made for it, and to use machines and/or methods embodying Feeder Inventions, Former Inventions, and/or Suction Inventions, or any one or more of them, owned, acquired or controlled by Owens, upon

which it now or in the future has the right to grant licenses, for the manufacture of all kinds of glassware and parts thereof and therefor, subject, however, to the exclusions set forth on Schedule A, hereto attached.

Such license shall be royalty free, except (1) Hazel shall pay royalties at the rates shown on Schedule B, hereto attached, for the production of (a) milk or cream bottles [fol. 17794] and jars; (b) bottles for containing beverages, excepting on 250,000 gross of liquor bottles produced in any year; (c) bottles and jars for containing prescriptions; and (d) bottles and jars having a capacity of more than four gallons; provided, however, that Hazel shall not be required to pay royalties on such ware when made on feeders or formers owned and commercially used by Hazel or by any of its subsidiaries prior to July 1, 1932, or on reproductions thereof whenever made. Such feeders and formers are described in Schedule C, hereto attached.

B. *Hazel's License to Owens.*

Owens shall have and enjoy, royalty free, a non-exclusive, non-assignable and non-divisible license to make or have made for it and to use machines and/or methods embodying Feeder Inventions, Former Inventions, and/or Suction Inventions owned, acquired or controlled by Hazel, upon which it now, or in the future, has the right to grant licenses, for the manufacture of all kinds of glassware and parts thereof and therefor.

C. *Term.*

Each of the licenses specified in sub-sections A and B of this Section 5 shall be under all said Feeder Inventions, Former Inventions and/or Suction Inventions, United States patents thereon (in so far as any of such patents may cover any of said Inventions) and/or interests therein, now owned or controlled or hereafter and prior to January 3, 1945, owned, acquired or controlled by the granting party thereto, as to which it now, or in the future, has the right to grant licenses, and shall continue until the expiration of the last expiring of such patents or interests.

[fol. 17795] Section 6, *Status after 1945.*

On and after January 3, 1945, Hazel shall continue to have and enjoy a license, royalty free, except as herein

provided, under Suction Inventions of Owens so far as may be necessary to continue the use of any machines or mechanism then owned by it which embody Suction Inventions and which individual machine or mechanisms so embodying Suction Inventions were commercially used by Hazel on or before January 3, 1945. Such license shall run for the life of the last expiring patent, issued or to be issued, covering Suction Inventions embodied in such machines or mechanisms.

Section 7. *Hazel's Rights under Libbey Patents.*

Owens may acquire certain patents, applications for patents and patent rights, from The Libbey Glass Manufacturing Company, The Libbey Glass Company, The Libbey Glass Company Trust, or any one or more of them, all of which are hereinafter referred to as Libbey Patent Rights.

If Owens shall acquire the Libbey Patent Rights, Hazel shall have the following, and only the following, licenses and rights thereunder, to the expiration of the latest expiring patent included in such rights; namely:

First: A license, for the purposes and on the conditions expressed in Section 3 hereof; but such license shall not include any right to use any burnoff method or apparatus.

Second: A license, for the manufacture of tumblers, upon payment to Owens of Two Hundred and Fifty Thousand Dollars ($250,000); but such license shall not include any rights to use any burnoff method or apparatus.

[fol. 17796] Third: A license, for the manufacture of tumblers, bottles and jars of any kind or kinds, and the use of the burnoff or other means to finish any of said articles, upon payment to Owens of Seven Hundred and Fifty Thousand Dollars ($750,000).

If Hazel first by proper payment acquires tumbler rights under sub-paragraph Second, and later desires to acquire the aforesaid additional rights under sub-paragraph Third, the amount first paid shall be credited against the amount payable for the rights specified in said sub-paragraph Third. The amount of each payment specified in sub-paragraphs Second and Third shall be reduced in the proportion that the time elapsed from the date hereof to the date when such payment may be made bears to the

time from the date hereof to the expiration of the latest expiring Libbey Patent.

Section 8. *Hazel's Right to Lease or Buy Machines from Owens.*

Hazel shall have the right to take on lease from Owens, for uses within the licenses herein granted to Hazel, such mechanisms, embodying any of the Suction Inventions, as shall be built by or for Owens, paying therefor a License Fee as low as is charged any other licensee by Owens for such mechanism under similar circumstances, which shall in no event exceed cost of the same plus fifteen per cent (15%). The leasing of every such mechanism shall be evidenced by the issuance to Hazel by Owens of a lease and license contract which does not conflict with the terms of this Agreement.

If Owens sells any such mechanism, Hazel shall have the right to purchase such mechanism on the best terms given anyone else at that time.

[fol. 17797] Section 9. *Books and Records.*

Hazel shall keep proper books and records, showing the length of time each day that machines embodying any Licensed Inventions of Owens are operated by it and the location thereof, respectively, and the number, kinds and sizes of glassware produced each day thereby, all stated separately as to each machine and all other facts necessary or advantageous for carrying out the purpose of this Agreement, all in such form, within reasonable limits, as shall be specified by Owens. Such books and records shall at all reasonable times be open to the inspection of Owens or its duly authorized agents. Hazel and its subsidiaries shall, on or before the 10th day of each month, furnish to Owens, upon blanks provided by Owens, detailed statements giving in itemized form all the data above mentioned, properly certified as to their respective operations, so far as may be required by Owens, for the preceding calendar month. Owens shall also have access at all reasonable times to the plants where such machines are installed in order to observe the same and the condition and operation thereof.

Section 10. *Title to Machines.*

All bills of sale heretofore made and delivered by Hazel to Owens for suction machines and the licenses for the use

thereof made and delivered by Owens to Hazel shall continue in full force and effect as supplemental to this Agreement.

Section 11. *Machines at Expiration of Term.*

If the licenses granted Hazel hereunder remain in effect throughout the term herein specified, and all obligations of this Agreement have been fulfilled by Hazel, then all of the machines and mechanisms which are leased and licensed [fol. 17798] by Owens to Hazel, as provided in Sections 3, 8 and 10 hereof, and which do not contain any Licensed Invention, covered by Owens unexpired letters patent or then pending applications for letters patent of the United States, shall be and become the property of, and shall be assigned and transferred to Hazel, but, otherwise, all such machines and mechanisms (to which Owens then has title) shall remain the property of Owens.

Section 12. *Location and Inspection of Machines.*

Hazel promptly after installation of any machine, embodying any Licensed Inventions, will inform Owens of the place of such installation. If Hazel changes the location of any such machine, it will promptly inform Owens of such change. The officers and authorized agents of Owens shall have access to the factories where said machines are operated for the purpose of inspecting said machines and/or their operation.

Section 13. *Validity and Scope.*

During the life of this Agreement and while a party is enjoying any of its benefits, it acknowledges, within the scope of its license, the validity of all United States patents as to which it is licensed by this Agreement.

Section 14. *Inventions by Employees.*

Each party hereto will use reasonable efforts to cause each of its present and future officers and employees engaged in the designing and/or development of machines, processes, methods or inventions, relating to Licensed Inventions, to sign an appropriate agreement with it to transfer and assign to it the full United States rights in and to any and all inventions, patents and patent rights designed,

developed or discovered by him in the course of and during [fol. 17799] his such employment and coming within the definition of Licensed Inventions, to the end that such party hereto may be enabled to, and will, license the same as contemplated by this Agreement.

Section 15. *Disclosure of Inventions.*

Each party hereto agrees to disclose to the other all of its Licensed Inventions within a reasonable time after their acquisition.

Section 16. *Extension of Rights and Obligations to Subsidiaries of Hazel and Owens.*

All the rights and obligations acquired by and assumed by Owens or Hazel in this Agreement are hereby extended to their respective present and future subsidiaries, which rights and obligations are to continue only so long as it remains a subsidiary of Owens or Hazel. Owens and Hazel shall be responsible for the performance by each of its subsidiaries, while it remains such a subsidiary, of all obligations of this Agreement as assumed by Owens or Hazel, respectively.

Section 17. *Arbitration.*

All matters for which arbitration is specifically provided by this Agreement, and any and all disputes arising out of or relating to this Agreement or as a result thereof, shall be settled by arbitration under the rules of the American Arbitration Association and judgment may be entered on the award in any court having jurisdiction.

Section 18. *United States Rights Only.*

This Agreement covers rights under United States patents and does not extend to any rights in countries foreign to the United States.

[fol. 17800] Section 19. *Termination for Violation.*

If either party shall violate any of the agreements or conditions herein contained on its part to be kept and performed and shall not remedy and make good such violation within ninety (90) days after notice thereof to it by the other party, in writing, then all the rights hereunder of

such party so in default shall, at the election of the other party, be terminated and at an end. Upon termination by reason of such violation on the part of Hazel, it shall forthwith deliver to Owens all machines and mechanisms, procured from Owens, empodying any Licensed Inventions of Owens covered by then unexpired United States letters patent or applications for United States letters patent.

Section 20. *Taxes, Damages and Insurance.*

Hazel shall pay all taxes upon or on account of machines and mechanisms embodying Suction Inventions used by it which may be levied, assessed or charged within the jurisdiction in which said machines or mechanisms shall be kept by Hazel, and it shall indemnify and save Owens harmless from all damages and losses incurred by reason of any injuries sustained by any person or corporation, by reason of the operation thereof. Hazel shall insure, and maintain insured, during the term of this Agreement, all such machines and mechanisms against fire.

Section 21. *Further Assurance.*

Each party hereto and its successors and assigns will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

[fol. 17801] Section 22. *Waiver of Breaches.*

Any waiver by either party of any breach of any covenant herein contained shall not be deemed a waiver of, or excuse or permit for, any future breach of the same or any other covenant hereof.

Section 23. *Termination of Rights and Obligations.*

All rights and obligations provided in Sections 8, 14 and 15 shall wholly cease and terminate on January 3, 1945.

Section 24. *Binding on Successors.*

This Agreement shall extend to and be binding upon, and may be assigned to the successors to the entire glass container manufacturing business of each party to this Agreement.

In Witness Whereof, the parties have hereunto set their hands and seals, acting therein by their respective officers duly authorized therefor.

Owens-Illinois Glass Company, By Wm. E. Levis, President. (Corporate Seal.)

Attest: F. G. Morfoot, Ass't. Secretary. 2:30 p. m. Oct. 14, 1935.

Hazel-Atlas Glass Company, by J. H. McNash, President. (Corporate Seal.)

Attest: G. S. Quay, Secretary.

[fol. 17802] Owens-Illinois Pacific Coast Company hereby accepts the rights extended to it by the foregoing Agreement, as a glass manufacturing subsidiary of Owens, and binds itself to Hazel for the obligations arising from its exercise of such rights; but upon the condition that it shall not be responsible for the acts or covenants of Owens or any other subsidiary of Owens.

Owens-Illinois Pacific Coast Company, by Harold Boeschenstein, Vice President. (Corporate Seal.)

Attest: E. F. Martin, Asst. Secretary. 2:45 p. m. Oct. 14, 1935.

[fol. 17803] Each of the following subsidiaries of Hazel hereby accepts the rights extended to it by the foregoing Agreement, as a glass manufacturing subsidiary of Hazel, and binds itself to Owens for the obligations arising from its exercise of such rights; but upon the condition that it shall not be responsible for the acts or covenants of Hazel or any other subsidiary of Hazel.

Hazel-Atlas Glass Company of California, Ltd., by J. H. McNash, President. (Corporate Seal.)

Attest: G. S. Quay, Sec'y.

Hazel-Atlas of New York, Inc., by J. H. McNash, President. (Corporate Seal.)

Attest: G. S. Quay, Sec'y.

Hazel-Atlas Glass Company of Oklahoma, by J. H. McNash, V. P. (Corporate Seal.)

Attest: G. S. Quay, V. P. & Sec'y.

The Kearns-Gorsuch Bottle Company, by J. H. McNash, V. P. (Corporate Seal.)

Attest: G. S. Quay, Ass't Sec'y.

[fol. 17804] SCHEDULE A

Annexed to General License Agreement between Owens-Illinois Glass Company and Hazel-Atlas Glass Company, dated October 3, 1935.

EXCLUSIONS

The following articles are expressly excluded and shall not be produced under this General License Agreement.

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where its heat resistance, physical strength or chemical resistance or electrical properties in such ware is of substantial value, and made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric strength or higher thermal endurance or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

[fol. 17805] (e) Lantern globes; gas globes; chimneys, drawn tube and cane.

(f) Marbles and lithographers' balls.

(g) Flat glass, that is to say, plate glass, sheet glass, window glass, rough rolled and ribbed glass and also figured glass, colored and wire glass of the foregoing kinds in this paragraph (g), also fibers, that is, filaments of glass, whether solid or hollow, as distinguished from tubing and cane as these terms are now generally understood in the trade, also glass blocks and glass tiles.

(h) Glass vacuum bottles comprising any bottles, jars, jugs and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an

outer cylinder with a substantial vacuum between the two cylinders.

(i) Insulators.

(j) All of the following ware when made on glass feeding machines of the Tucker and Reeves type which embody a swinging pressure cup in which gas is burned, or embodying a swinging pressure cup in combination with an annular burner surrounding the outlet, to wit:

(1) Pressed tumblers and pressed jelly glasses, blown tumblers, blown stemware, pressed and blown tumblers and pressed and blown stemware.

(2) Packers' ware, block mold type, with jelly rings thereon; all other ware which is pressed only, and not blown or pressed and blown—except vault lights; ointment jars; finger bowls; plates; nappies; salt shakers; individual salts; wax cups; stoppers, caps and covers for bottles and jars [fol. 17806] (not including fruit jar caps and covers); drawer pulls; furniture balls (substitutes for casters); lenses for flashlights, bulls-eyes, head-lights, etc.; mangin mirrors (for moving picture production); prism glass; novelties and toys (fuse cases; animals); all ware for the production of which Federal Glass Company has exclusive rights under existing contracts and not heretofore granted by Federal Glass Company to Capstan; paper weights; stem ware (example, wine and cocktail glasses); measuring glasses;— packers' jars adaptable for top seal, top side seal, and side seal caps of types such as American metal top side seal, or friction seal caps, or Anchor Cap and Closure caps, or Phoenix Hermetic "Cinch" or "Hermetic" caps, but of no other type or finish.

[fols. 17807-17808] SCHEDULE B

Annexed to General License Agreement Between Owens-Illinois Glass Company and Hazel-Atlas Glass Company. Dated October 3, 1935.

Rates of Royalty

The weights below specified are the weights of the finished articles.

	Per Gross
2 oz. weight and under	10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 Cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 Cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 Cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 Cents

Over 30 oz. weight and not exceeding 96 oz. weight, one-twelfth (1/12) of a cent per pound.

Over 96 oz. weight and not exceeding 128 oz. weight, one-sixth (1/6) of a cent per pound.

[fol. 17809] GOVERNMENT EXHIBIT No. 572a

Schedule C of Owens-Illinois Glass Company Licenes to Hazel-Atlas Glass Company

Dated October 3, 1935.

Hazel-Atlas Glass Company represents that each of the feeders and formers pictured in the attached Schedule C was owned and commercially used by Hazel-Atlas Glass Company, or its subsidiary or subsidiaries, prior to July 1, 1932. Owens-Illinois Glass Company, having incomplete information with respect to such ownership and use, shall not, by accepting this schedule, he estopped to challenge such representation as to any such feeder or former.

Hazel-Atlas Glass Company. By J. H. McNash, President.

Owens-Illinois Glass Company. By Wm. E. Levis, President.

[fol. 17810]

Description and Index of Formers and Feeders

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Class "K" Blue Machine. Similar to Class "F" except for Small Ware. It had two air cylinders for operating the pressing mechanism, one to operate the spring-plate, and one to operate the pressing plunger. No photograph available. Used 1900 to 1910.....	5	3
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Robert Good Automatic Press-and-Blow Machine. Built by E. W. Bliss Co. Used during 1903.....	8	4
Teeple and Johnson Two-Table Press-and-Blow Machine. Side Lever operated pressing plunger. Hand transfer of parison. Hand or foot operated blow head. Used 1904 to 1915.....	9	5
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O'Neill two-table Press-and-Blow Machine. Hand operated press table and blow table. Air operated pressing plunger. Hand transfer of parison. Used 1911 to 1916.....	11	6
Semi-automatic Press-and-Blow Machine for Wide Mouth and semi-wide Mouth Bottles. Hand operated mold table. Air operated pressing plunger. Motor driven timer. Automatic safety to prevent plunger coming down except when mold and plunger in register. Automatically operated water-cooled funnel guide ring. Known as "Class E". Used 1909 to 1920.....	12	6
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O'Neill Semi-automatic Blow-and-Blow Machine for Narrow Neck Bottles. Used 1911 to 1913.....	15	8
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Automatic Tumbler Press. Motor and Worm driven throughout. Used 1913. Known as type "S".....	19	10

	Picture No.	Page No.
Single Table Press-and-Blow Machine. Blank molds mounted on an inner circle; blow molds on an outer circle. Air operated pressing plunger. Built by Miller (Swissvale). Known as Model "F". Used 1913 to 1916	20, 21	10
Automatic Fruit Jar Machine. Air operated mold table; one cylinder to drive, and another to cushion. Air operated pressing plunger. Motor driven timer; hand operated three-way valve safety for pressing plunger. Used 1914 to 1920	22	11
Strub Automatic Tumbler Press. Power driven Geneva movement; bell-crank plunger operation. Used 1915 to 1921	23, 24, 25	12
Thomas Stenhouse Automatic Bottle Machine. Intermittent motion worm driven table; automatic screw-off ring to make bottles with seamless threads. Used 1918	26	13
Lynch Two-table Automatic Blow and Blow Machine. Type "L". Used 1918 to 1932	27	14
O'Neill Two-table Automatic Narrow-neck Bottle Machine. Model No. 30. Used 1919	28	14
Lynch Two-Table Automatic Blow and Blow Machine. Type "B". Used 1920 to 1932	29	15
Lynch Two-Table Automatic Blow and Blow Machine. Type "LA". Used 1921 to 1932	30	15
[fol. 17814]		
Miller-Stenhouse Fruit Jar Machine. Completely automatic; motor and Geneva driven table; timer driven, through gearing from table drive. Every movement timed by separate valves and cams on main timer-shaft. Used 1921 to 1932	31	16
W. S. Teeple Press. Completely Automatic. Used 1922 to 1924	32	16
"AE" Bottle Machine. Internal or Telescoping Blank mold, motor and geneva drive for mold table; motor and geneva drive mounted on adjustable plate so as to adjust for wear. Timing Shaft driven, through gearing, from table drive. Every movement timed by separate valves and cams on main timer shaft. Used 1922 to 1932	33	17
Type "T" Automatic Tumbler Press. Motor and Geneva Driven mold table. Bell-crank operated plunger; safety device for throwing pressing plunger out of commission and holding it at its upper limit. Gear shift so as to cause mold table and pressing plunger to remain idle during two revolutions of the main drive shaft to permit FEEDER to deliver two charges to a mold. Used 1922 to 1932	34	17
Automatic Pressing Machine. Type "OA". Same as "AE" bottle machine, except minus the unnecessary parts. Used 1923 to 1932	35	18
Miller (Swissvale) Toggle-type Press. Motor and Geneva driven. Model "AAH" automatic throughout. Used 1924	36	18
Lynch Two-table Blow and Blow Machine. Model "F" or "Jug" Machine. Used 1924 to 1932. Automatic	37	19
Automatic Press for Open-and-shut molds. Types "TW" and "TY". Same As "T" press, except parts added to open and close molds automatically. Used 1925 to 1932.	38	19
[fol. 17815]		
Automatic Pressing Machine for Large ware. Type "LP". Same as "OA" except heavier and larger. Used 1925 to 1932	39	20
Continuous Motion Blow and Blow Bottle Machine. Completely Automatic. Type "MA". Used 1925 to 1930	40	20
Miller (Swissvale) Two-table Automatic Press and Blow Machine. Type "WM". Used 1925	41	21

	Picture No.	Page No.
Automatic Press with hand screw-off ring. Motor and Geneva driven. Methods of driving the timer shaft, and method of timing all movements individually, same as in "AE" and "OA". Used 1927 and 1928	42	21
Lynch Two-table Automatic Blow and Blow Machine—Type "R". Used 1928 to 1932	43	22
Edward Miller (Columbus) Wide Mouth and Semi-wide Mouth Press and Blow Machine. Automatic throughout. Type "JP". Used 1928 to 1932	44	22
Miller (Swissvale) Toggle-type Press, completely automatic. Model "AGL". Used 1929 to 1932	45	23
Edward Miller (Columbus) Wide Mouth and Semi-wide mouth Press and Blow Machine. Automatic throughout. Type "JPS". Used 1930 to 1932	46	2-
Miller (Swissvale) Heavy Duty Toggle-Type Press. Completely Automatic. Model "AGG". Used 1930 to 1932.	47	24
Twin Cylinder Press for Mason Liners and Caps. Same as "OA" press, except twin cylinders and molds. Used 1931 and 1932	48	24
Edward Miller (Columbus) Wide Mouth and Semi-wide Mouth Press and Blow Machine. Automatic throughout. Type "JPL". Used 1931–1932	49	25
Edward Miller (Columbus) Wide Mouth and Semi-wide Mouth Press and Blow Machine. Automatic throughout. Type "JPM". Used 1931, 1932	50	25
[fol. 17816]		
Lynch Two-table Automatic Blow and Blow Machine. Type "M" for Milk Bottles. Used 1931–1932	51	26
FEEDERS		
Hazel-Atlas development of the Brooke Feeder and Shear. Mounted on Class "E" machine to show operation. This view shows mounting and operation of the "plug", and the front view of the shear	52	27
Another view of the Brooke Feeder and Shear. This view shows the mounting and operation of the shear, and means for advancing or retarding its cycle while in operation. Also means for raising and lowering the shear as a whole while in operation. Used 1909 to 1920	53	28
Harry Freese' Stationary Plug Feeder, and Electro-Mechanical Shear, mounted on Type "R" Press to show operation. Used 1909 to 1912	54	28
Robert Good's Sliding Gate Feeder. Water cooled. This is a commercial development of the all-clay gate of 1906. This feeder used in 1911	55	29
John W. Carnahan Divided Cup Feeder and Shear. Used 1918	56	29
Two views of Robert Good's Solid Cup Feeder and Shear. Used 1918 and 1919	57, 58	30
James W. Ross' Divided Cup Feeder and Shears. Used 1920 and 1921 in connection with O'Neill Narrow-neck bottle machines for the manufacture of Bovril bottles	59	31
Owens Bottle Company's Reciprocating Plug Feeder with Hazel-Atlas Shear, Mounted on "T" Press to show operation. Used 1920	60	31
James W. Ross' Solid Cup Feeder and Shear. The movement of the cup was: Into alignment with the orifice; up, to support the glass; down, to free itself from the glass; out of alignment, to allow the charge to be severed and drop directly into the mold. Used 1921	61	32

[fol. 17817]

SCHEDULE "C"

of

Owens-Illinois Glass Company License

to

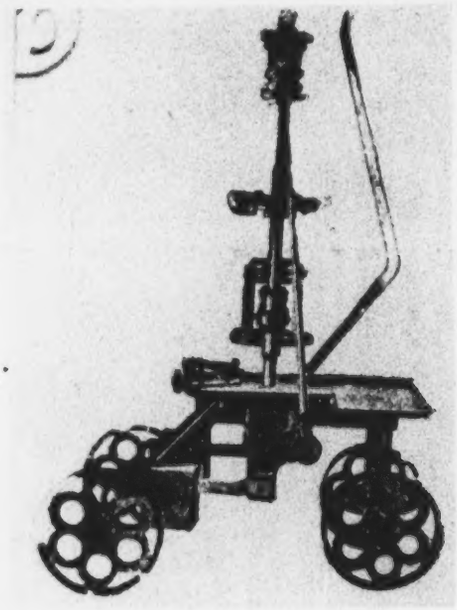
Hazel-Atlas Glass Company

Dated October 3, 1935

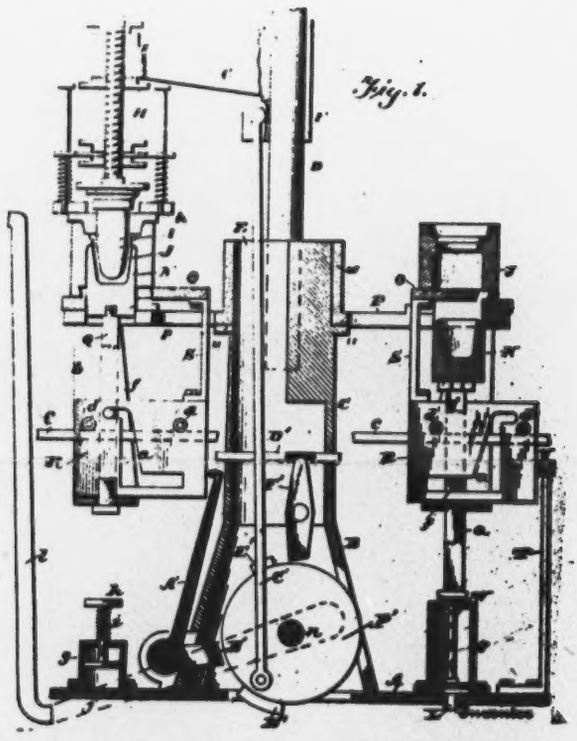
A Description of Feeders and Formers Owned and Commercially Used by Hazel and/or any of its Subsidiaries prior to July 1, 1932.

[fol. 17818]

	Picture No.	Page No.
Hazel-Atlas construction of Reciprocating Plug Feeder and Shear. Mounted in connection with a Lynch Machine to better show the operation. Used 1921 to 1932.....	62	32
Harry Freese Air Operated Feeder and Shear which was operated in connection with the Type "R" Press. Used 1924.....	63	33
Robert Good's construction of Reciprocating Plug Feeder and Shear. Mounted in connection with Lynch Machine to better show the operation. Used 1925 to 1932.....	64	33
A. M. Algeo's construction of Reciprocating Plug Feeder and Shear, wherein it is impossible to make an adjustment that will not change both the upper and lower limits of the plug simultaneously and to the same extent. Used 1926 to 1932.....	65	34
Robert Good's Vacuum Feeder and Shear. Used 1927....	66	34
David Stenhouse Vacuum Feeder and Shear. Used 1931 and 1932.....	67	35
James W. Ross Vacuum Feeder and Shear. Used 1931 and 1932.....	68	35
A. M. Algeo's Special Plug Feeder and Shear, for Equalizing the Temperature of the Mold Charge. Used 1931 and 1932.....	69	36
James W. Ross Auxiliary Bowl Type Vacuum Feeder and Shear Used 1931 and 1932.....	70	36



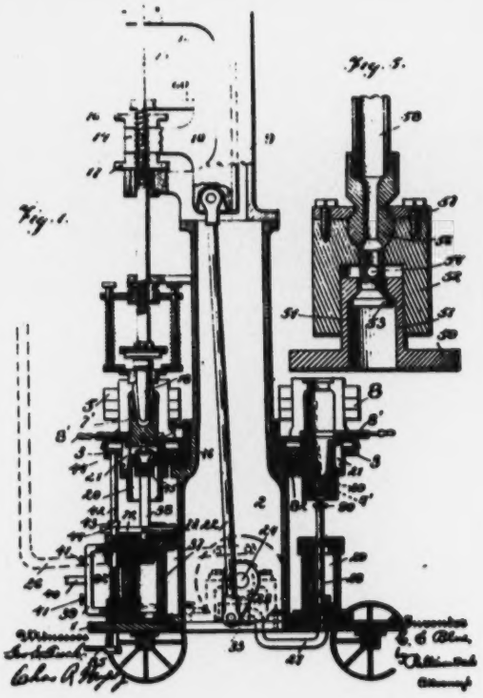
No. 1. Side Lever Press
1885 - 1915.



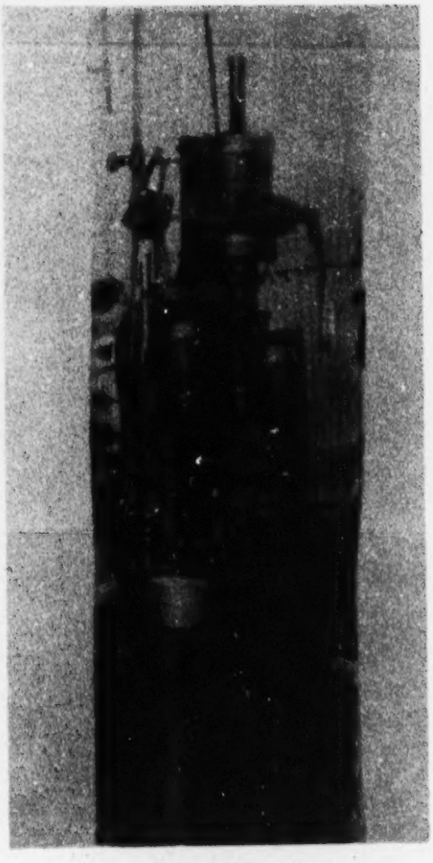
No. 2. Blue Press and Blow Machine.
Side Lever. Slide Bar Blank
Lift. 1895 - 1900.

17819

9146



No. 3.
Blue Press-and-Blow Machine.
Side Lever. Air Blank Lift.
1897 - 1900.



No. 4.
Blue Press-and-Blow Machine. Air Operated Plunger.
Hand Turned Table.
Known as Class "F".
1900 - 1910.

9147

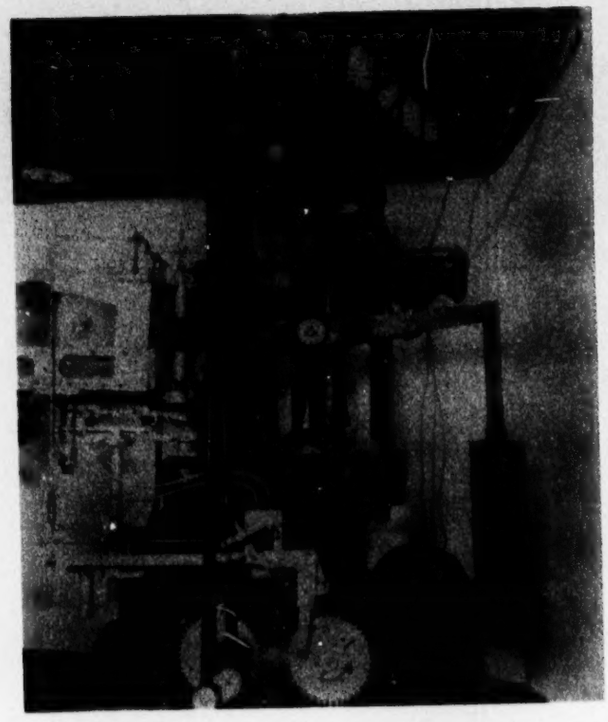
No. 5. Blue Press and Blow Machine. Air Operated Plunger. Hand Operated Table. Known as Class "K". Used 1900 to 1910. (No Picture).

1895 - 1920.

No. 6. Rotary Table Press. Overhead Side Lever. Hand Operated. Built in 4,5,7 and 10 mold sizes.

17821

9148

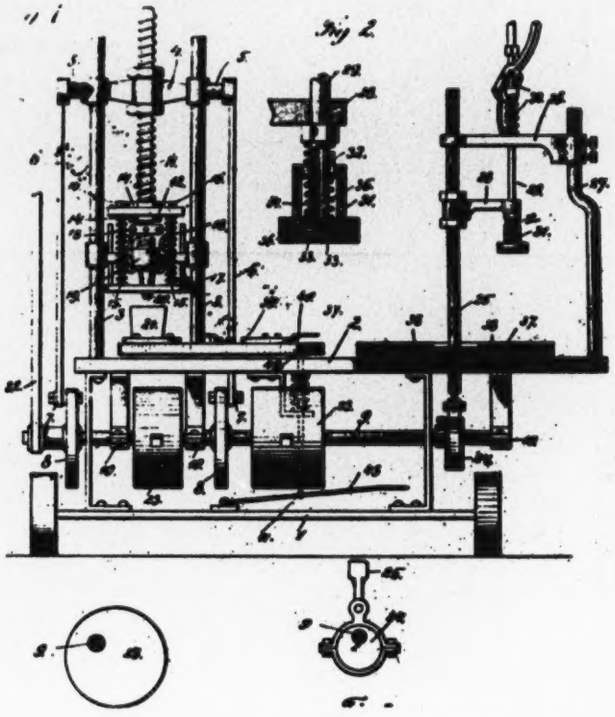


No. 7. Automatic Tumbler Press- Type "R"
1900 - 1922.

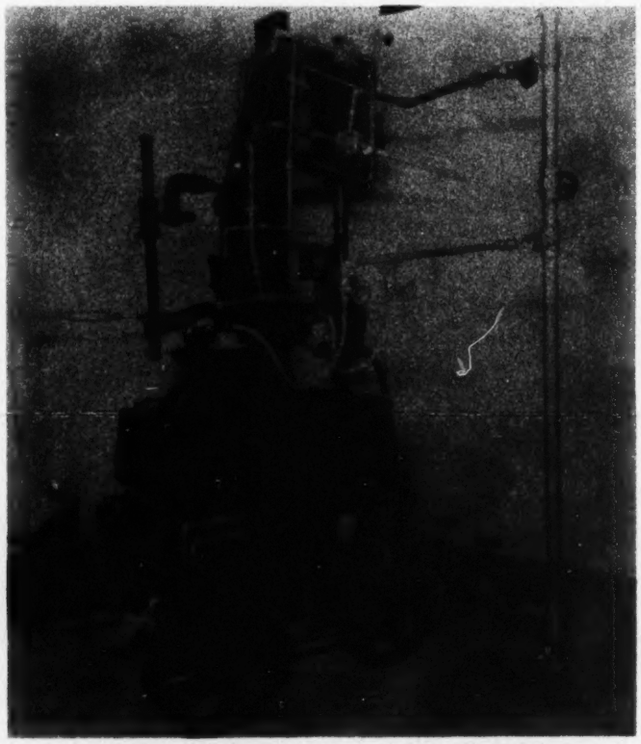
No. 8. Robert Good Press and Blow
Machine. Completely Automatic.
1905.

17822

9149

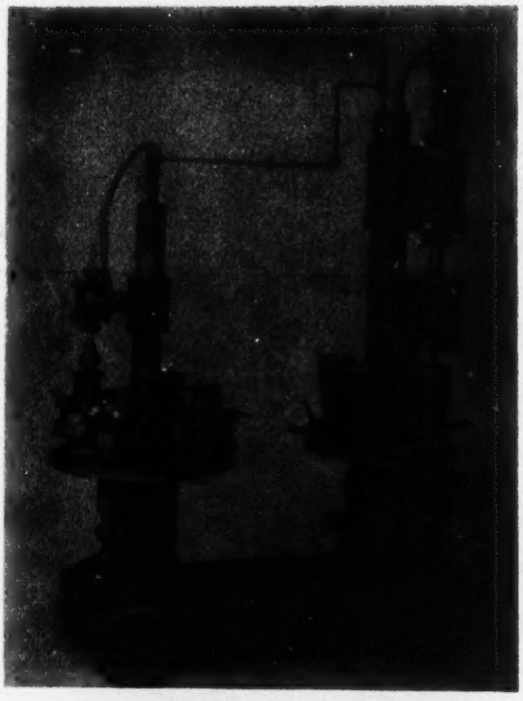


No. 9. Teeple & Johnson Two-Table Press & Blow Machine. Side Lever. 1904 - 1915.

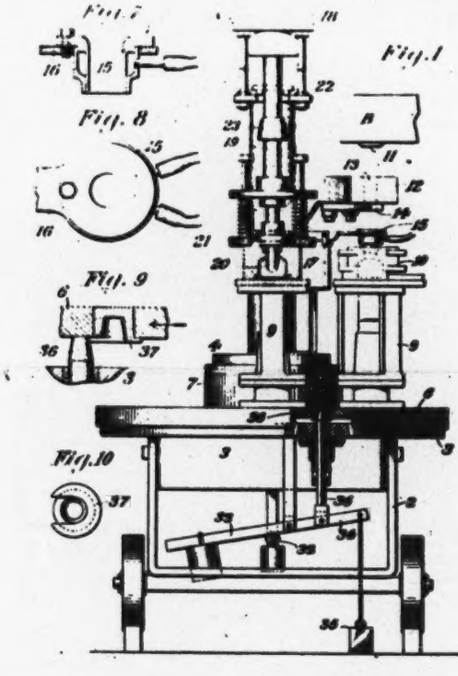


No. 10. Fruit Jar Machine. Hand Operated Table. Motor Driven Timer. 1907 - 1915.

9150



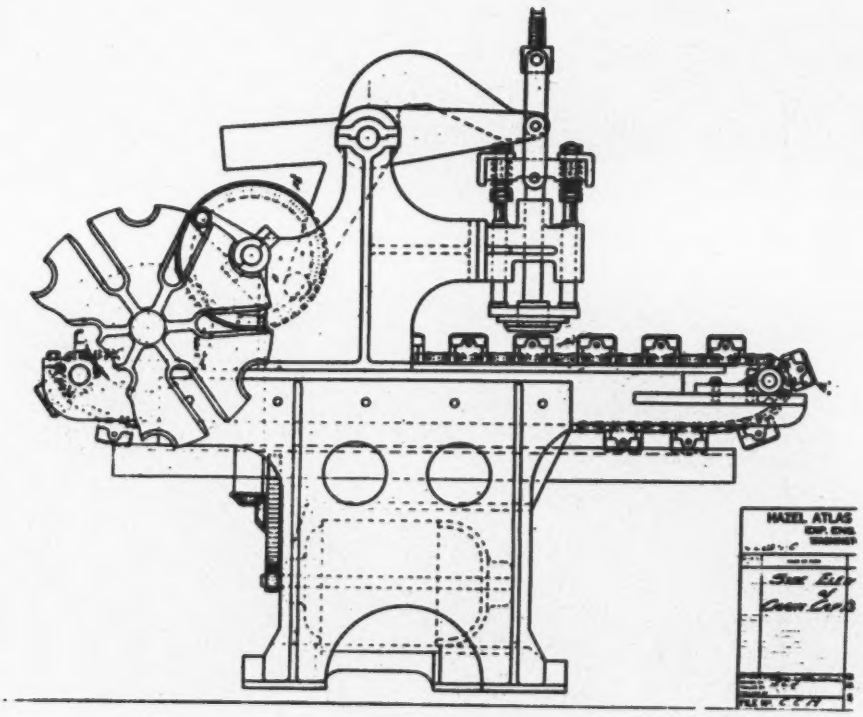
No. 11. O'Neill Two-Table Press & Blow Machine. Air Operated. Plunger. Hand Operated Tables. 1911 - 1916.



No. 12. Class "E" Press & Blow Machine. Hand Operated Table. Motor Driven Timer. 1909 - 1920.

9151

17824



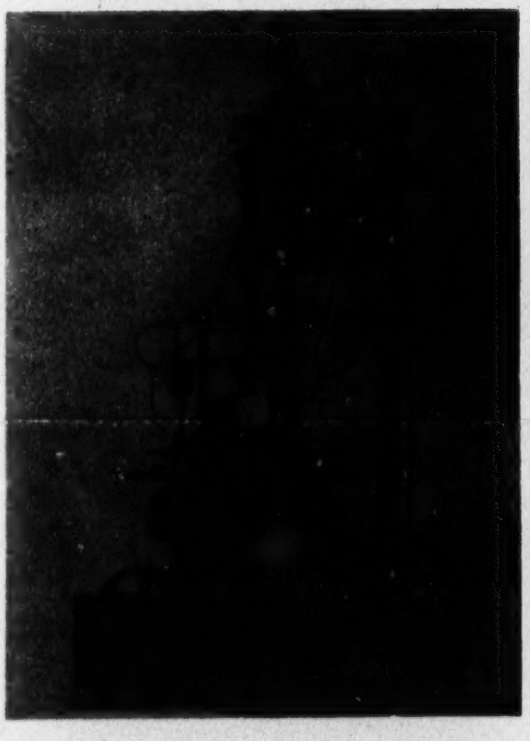
No. 13. Mason Liner Machine. Automatic. Single and Double Molds. 1909 - 1932.

17825

No. 16. O'Neill Two-Table Wide Mouth Semi-Automatic Press & Blow Machine. 1909 - 1912.

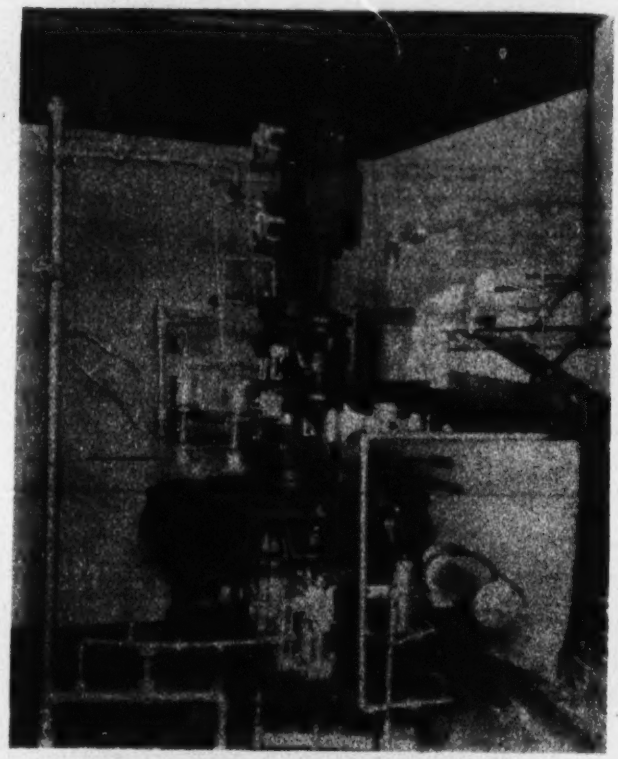
No. 15. Semi-Automatic O'Neill Narrow Neck Blow Machine. 1911 - 1913.

No. 19. Completely Automatic Tumbler Press. Type "S". 1915.



No. 20. Wm. J. Miller Press & Blow Machine. Model "F". 1915 - 1916.

9154



No. 22. Fruit Jar Machine. Press & Blow. Completely Power Driven. 1914 - 1920.

17828

9155

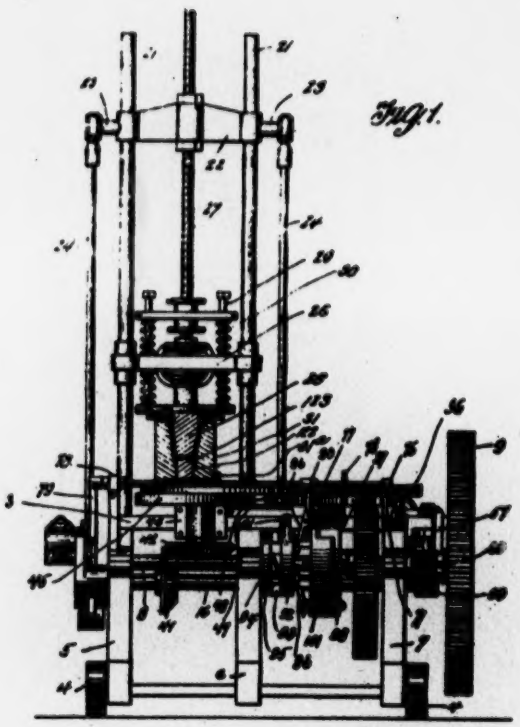
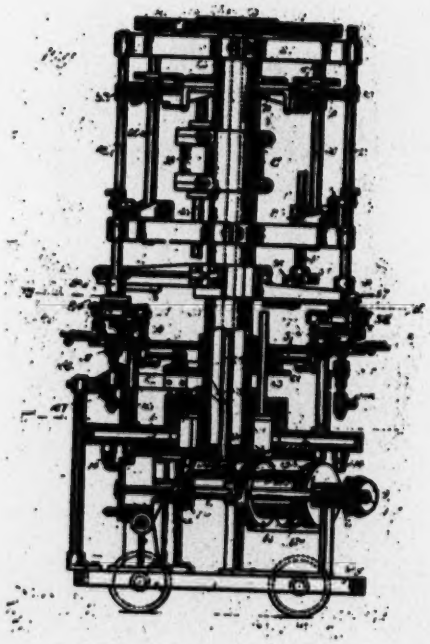


Fig 1.

No. 23. Strub Automatic Tumbler Press. 1915 - 1921.

17829

9156



No. 26. Thos. Stenhouse Bottle Machine.
Automatic Screw-Off Ring.
1918.

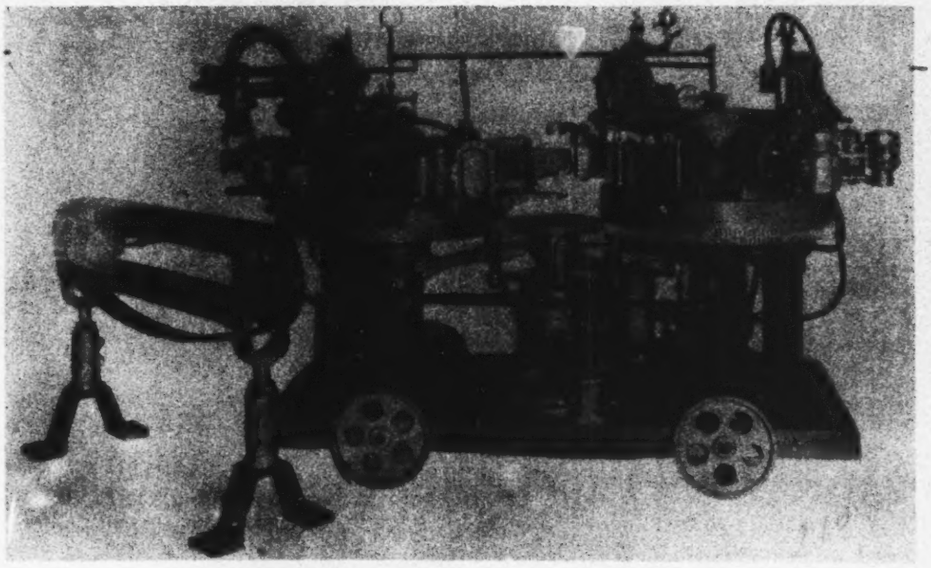
17830

No. 29. Lynch Two-Table Automatic Bottle Machine. Type "B". 1920 - 1932.

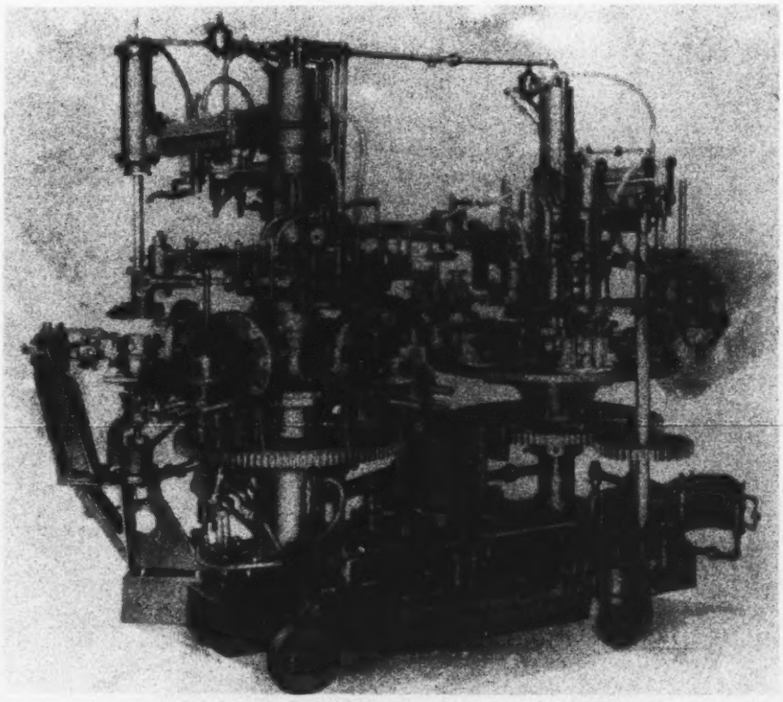
No. 30. Lynch Two-Table Automatic Bottle Machine. Type "LA". 1921 - 1932.

17831

9158

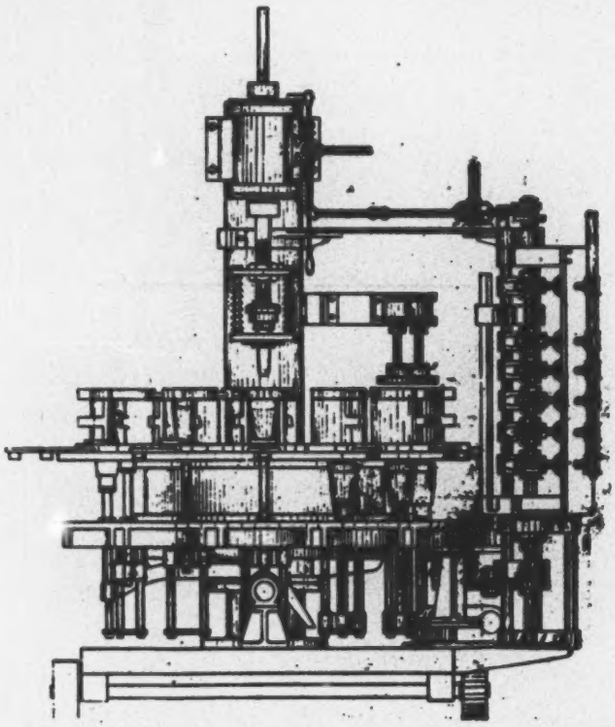


No. 27. Lynch Two-Table Automatic Bottle Machine. Type "L". 1918 - 1932.

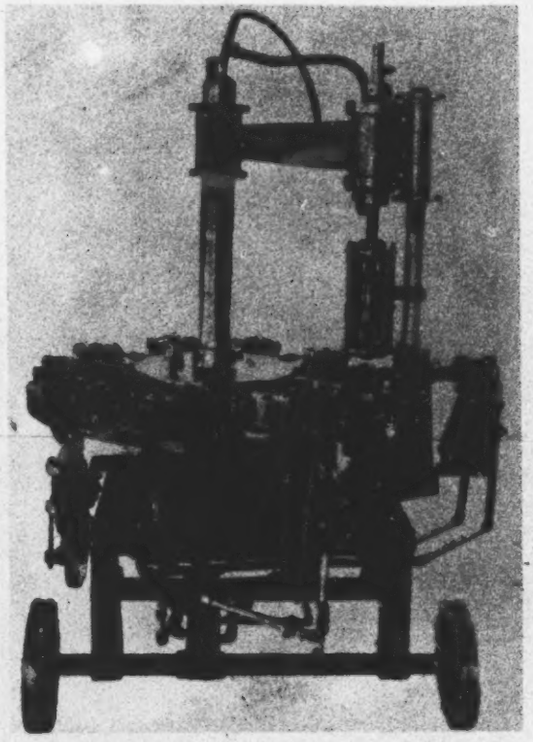


No. 28. O'Neill Two-Table Automatic Bottle Machine. (All Styles) Think #50 in 1919.

9159



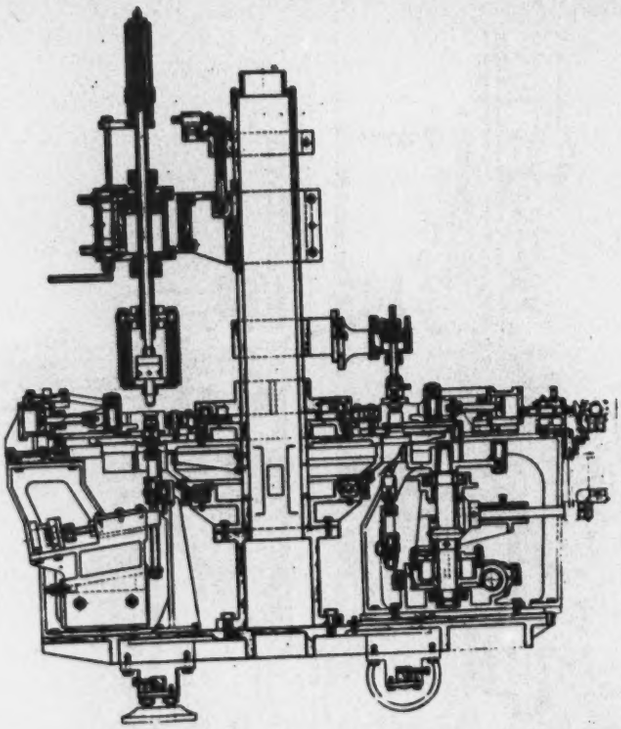
No. 51. Miller-Stenhouse Fruit Jar Machine.
Completely Automatic. 1921 - 1932.



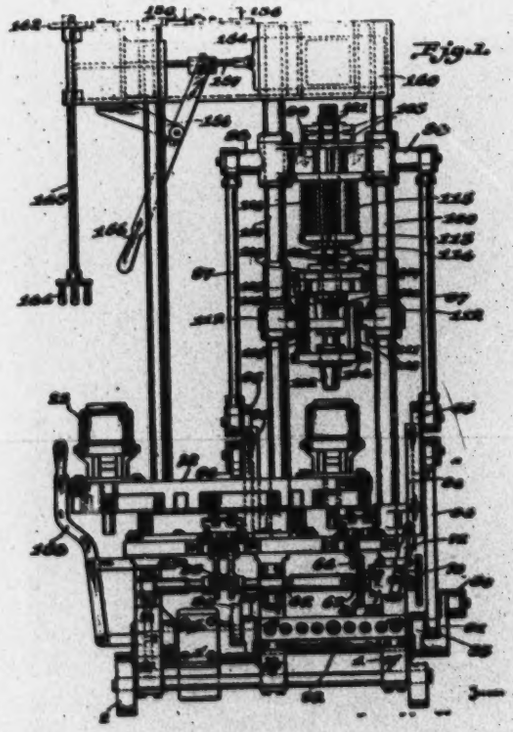
No. 52. W. S. Teeple Press.
Completely Automatic.
1922 - 1924.

17833

9160



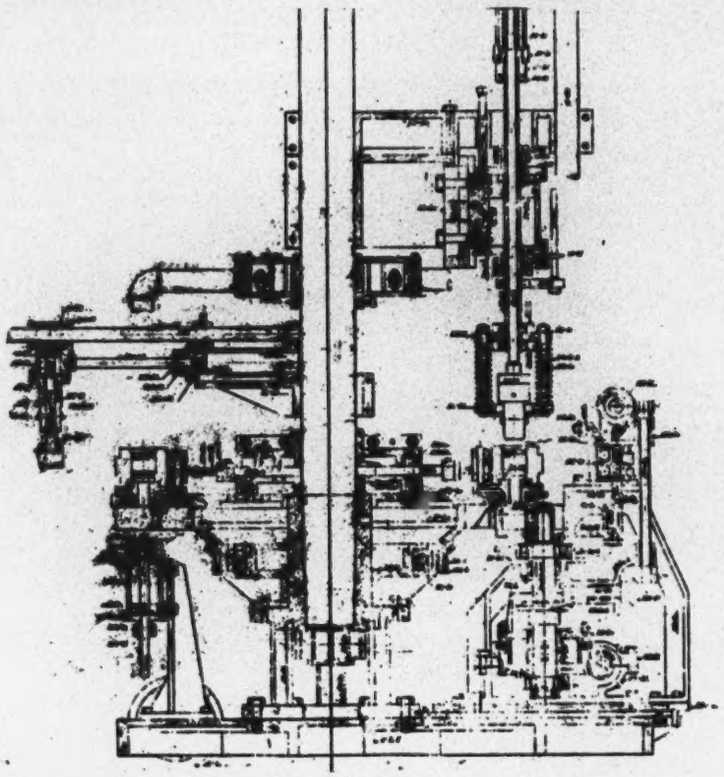
No. 55. "AE" Bottle Machine. Completely Automatic. 1922 - 1952.



No. 54. Automatic Tumbler Press. Type "T". 1922 - 1952.

17834

9161

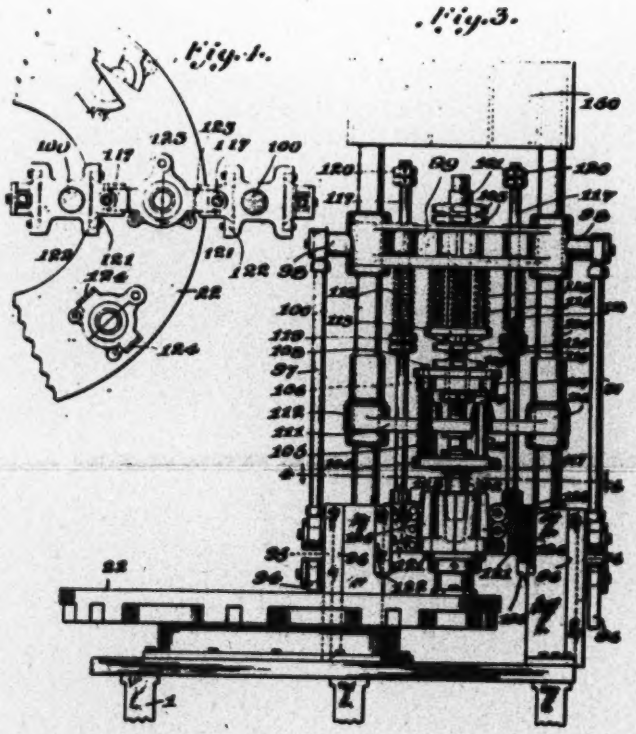


No. 55. Automatic Press. Type "OA".
1925 - 1952.

No. 56. Wm. J. Miller Toggle Type
Press. Model "AAH". 1924.

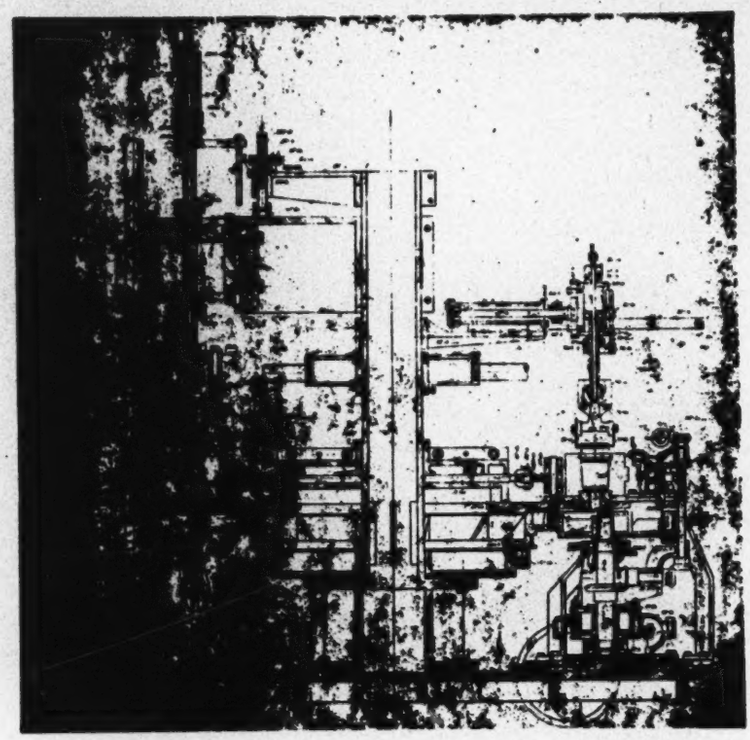
17835

No. 57. Lynch Automatic "Jug" Machine. Model "F".
1924 - 1932.



No. 58. Automatic Press for Open-and-Shut Molds - Types "TW" and "TY".
1925 - 1932.

17836

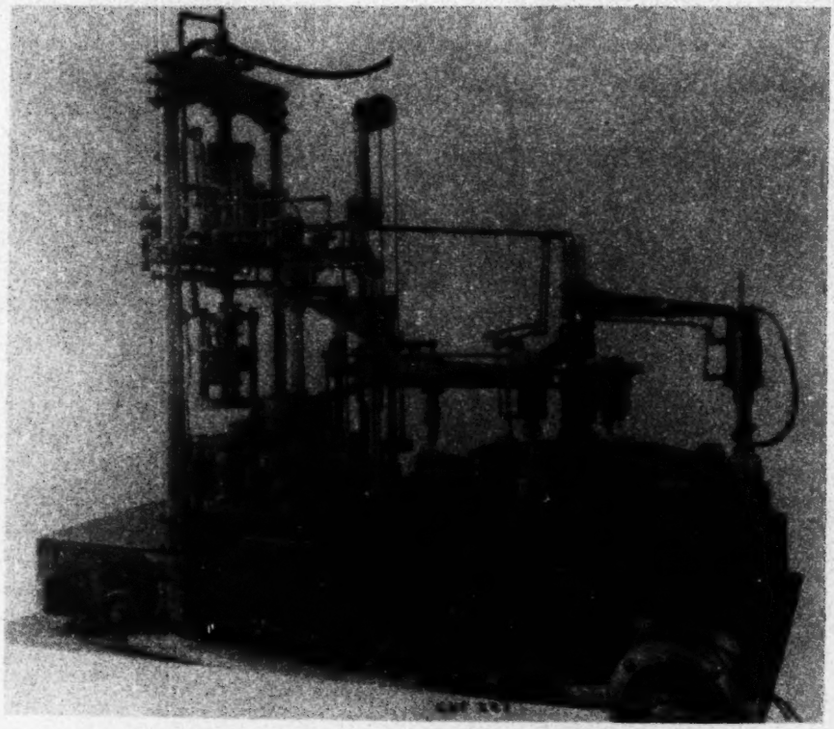


No. 39. Automatic Press for Large Ware.
Type "LP". 1925 - 1932.

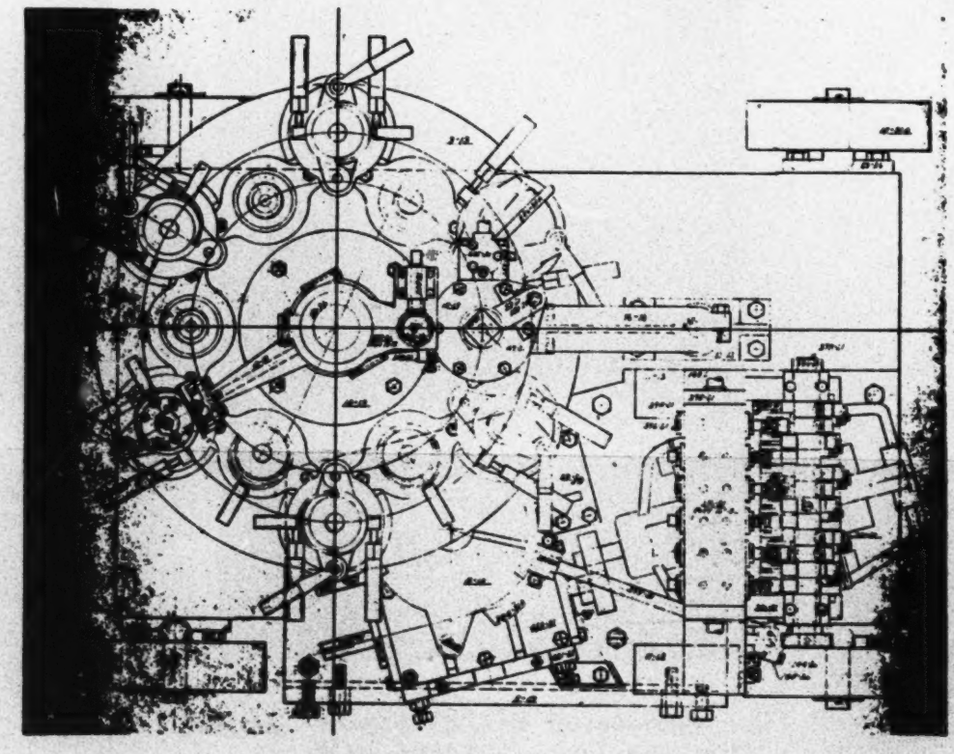
No. 40. Continuous Motion Bottle Machine.
Type "MA". 1925 - 1930.

17837

9164



No. 41. Wm. J. Miller Two-Table Automatic Press-and-Blow Machine. Type "WM". 1925.



No. 42. Automatic Press. Hand Screw-Off Ring. Type "MO" 1927 - 1928.

9165

No. 45. Lynch Automatic Bottle Machine. Type "R". 1928 - 1952.

No. 44. Edward Miller Press-and-Blow Machine. Automatic Type "JP". 1928 - 1952.

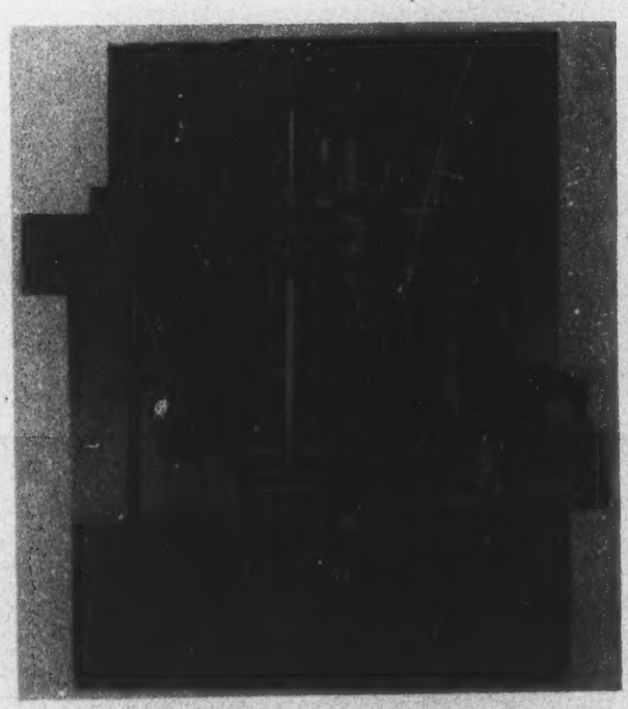
9166

No. 45. Wm. J. Miller Automatic Press.
Toggle Type. Model "AGL".
1929 - 1932.

No. 46. Edward Miller Press-and-
Blow Machine. Automatic.
Type "JPS". 1930 - 1932.

9167

No. 47 Wm. J. Miller Automatic Press. Toggle Type.
Model "AGG". 1950 - 1952.



No. 48. Twin Cylinder Press for Mason
Liners and Caps. 1951 - 1952.

17841

9168

No. 49. Edward Miller Press-and-Blow Machine. Automatic. Type "JPL". 1951-1952.

No. 50. Edward Miller Press-and-Blow Machine. Automatic. Type "JPM". 1951 - 1952.

17842

9169

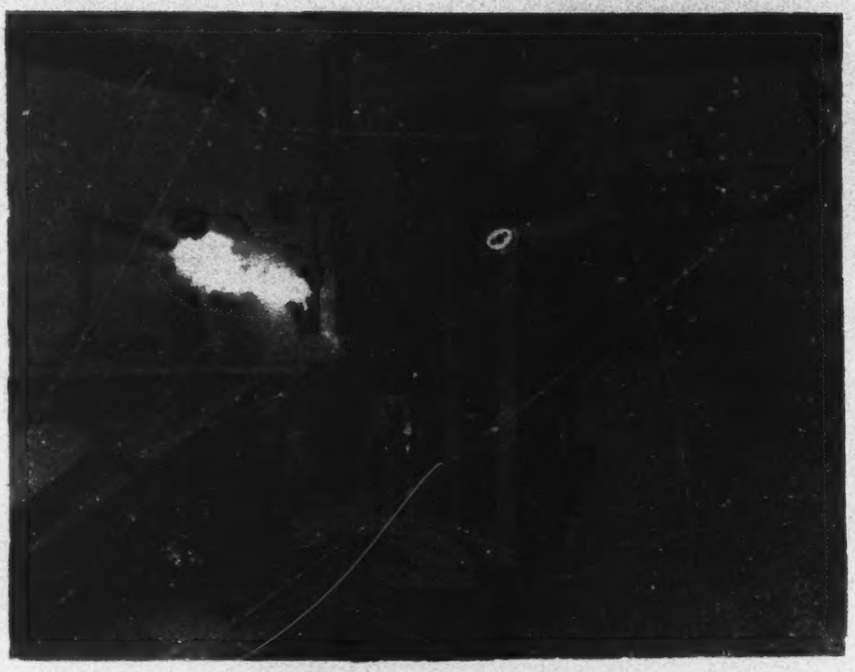
No. 51. Lynch Automatic Milk Bottle Machine.
Type "M". 1951 - 1952.

17843

9170

No. 52. Brooke Feeder and Shears Mounted on Class "E" Machine to show Operation and Various Synchronising Adjustments. 1909 - 1920. 17844

9171

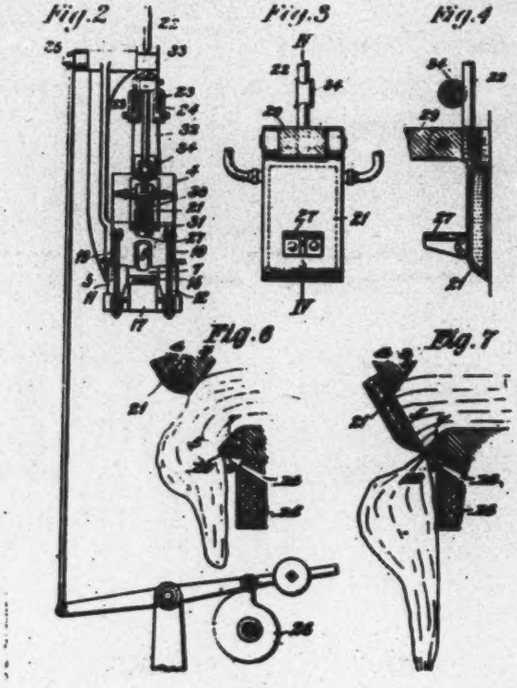


No. 53. Brooke Feeder and Sheard Mounted on Class "E" Machine to show Operation and Various Synchronizing Adjustments. 1909 - 1920.

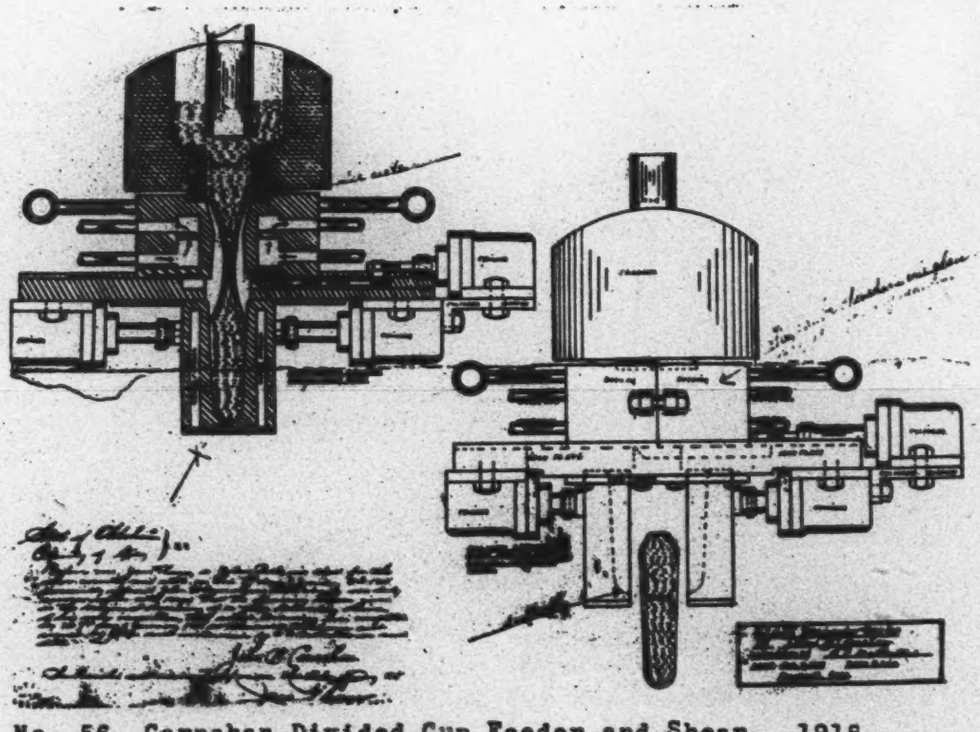
No. 54. Freese Stationary Plug Feeder and Electro-Mechanical Shear, mounted on Type "R" Press to show operation. 1909 - 1912.

17845

9172

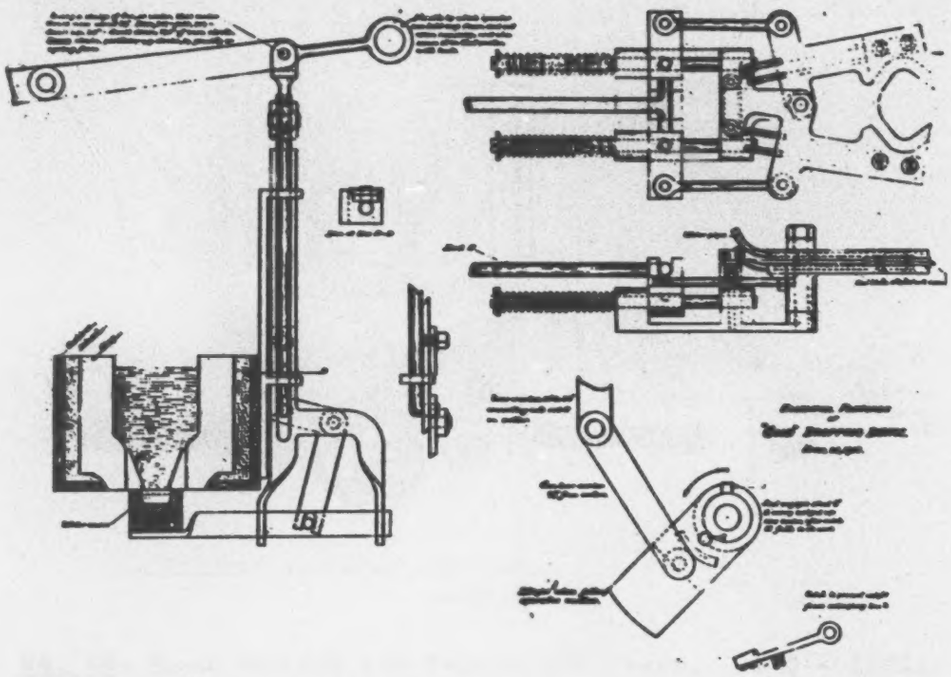


No. 55. Good Sliding Gate Feeder.
1911

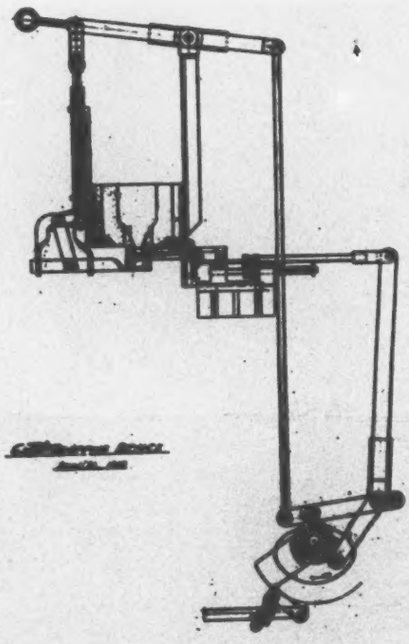


No. 56. Carnahan Divided Cup Feeder and Shear. 1918.

9173



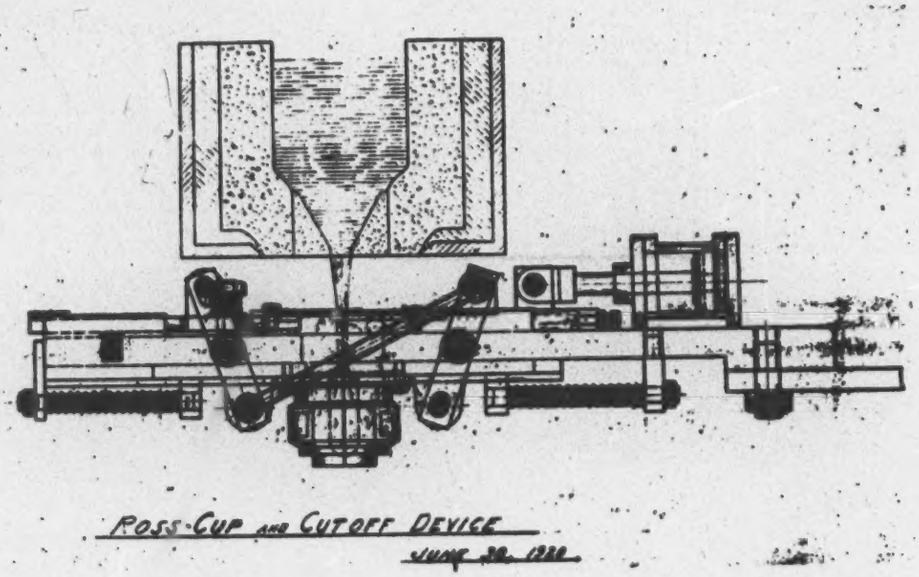
No. 57. Good Solid Cup Feeder and Shear. 1918 - 1919.



No. 58. Good Solid Cup Feeder and Shear. 1918 - 1919.

17847

9174

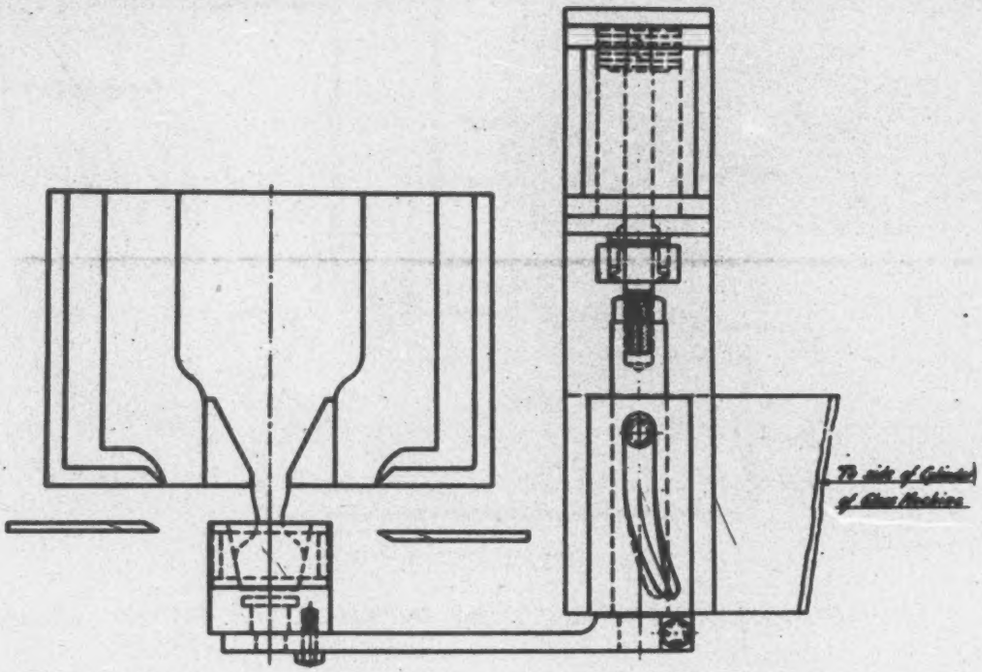


No. 59. Ross Divided Cup Feeder and Shear. 1920 - 1921.

No. 60. Owens Bottle Co. Reciprocating Plug Feeder, with Hazel-Atlas' Shear. Mounted on "T" Press to show operation. 1920.

17848

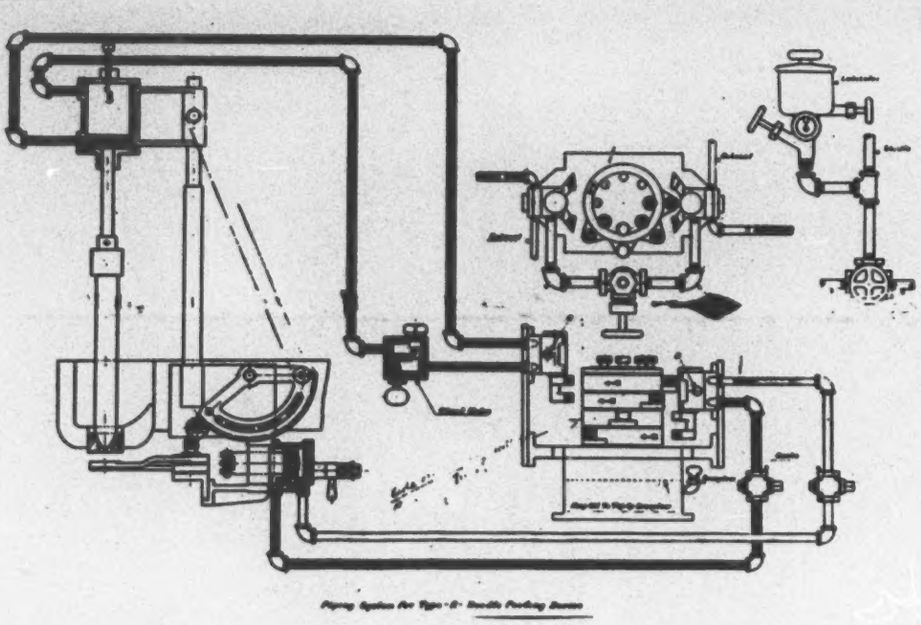
9175



No. 61. Ross Solid Cup Feeder and Shear. 1921.

No. 62. Reciprocating Plug Feeder and Shear. 1921 - 1952.

9176

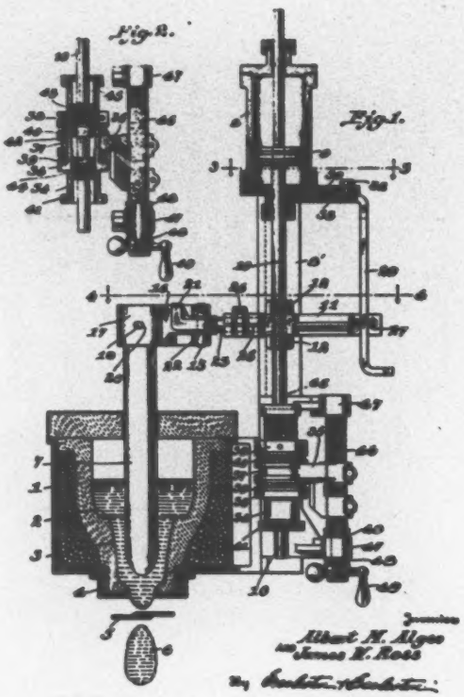


No. 65. Freese Air Operated Reciprocating Plug Feeder and Shear. 1924.

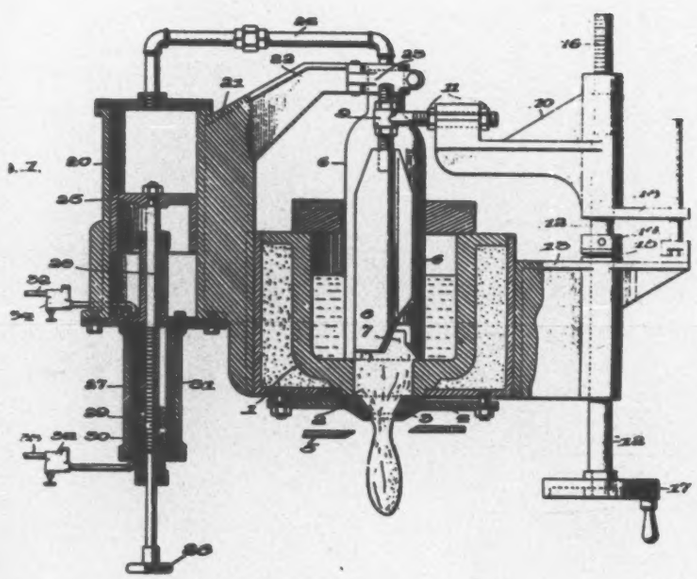
No. 64. Robert Good Reciprocating Plug Feeder and Shear, Mounted on Lynch Machine to show Operation. 1925 - 1952.

17850

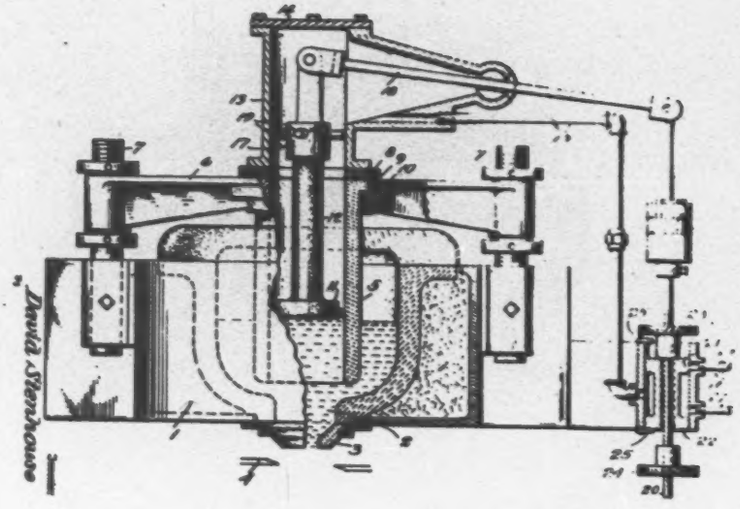
91772



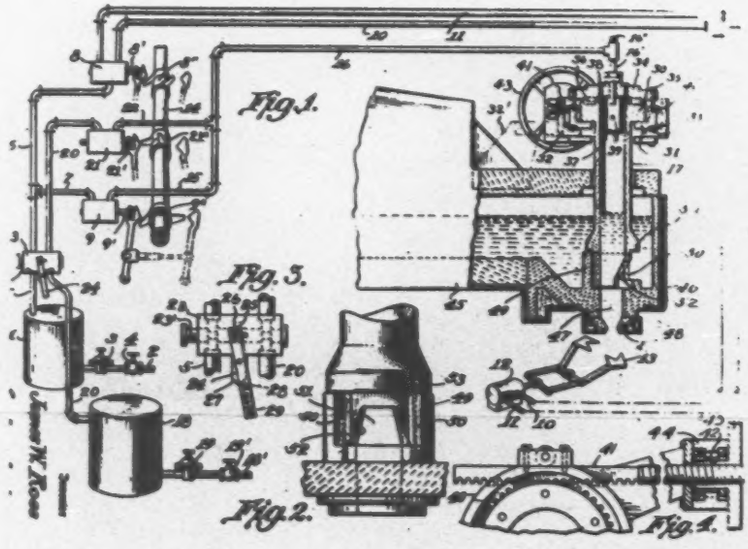
No. 65. Algeo Reciprocating Plug Feeder. 1926 - 1932.



No. 66. Good Vacuum Feeder. 1927.



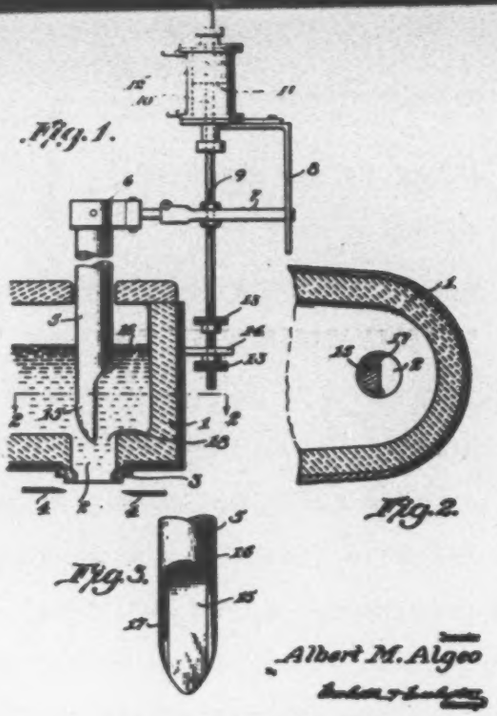
No. 67. Dave Stenhouse Vacuum Feeder.
1930 - 1932.



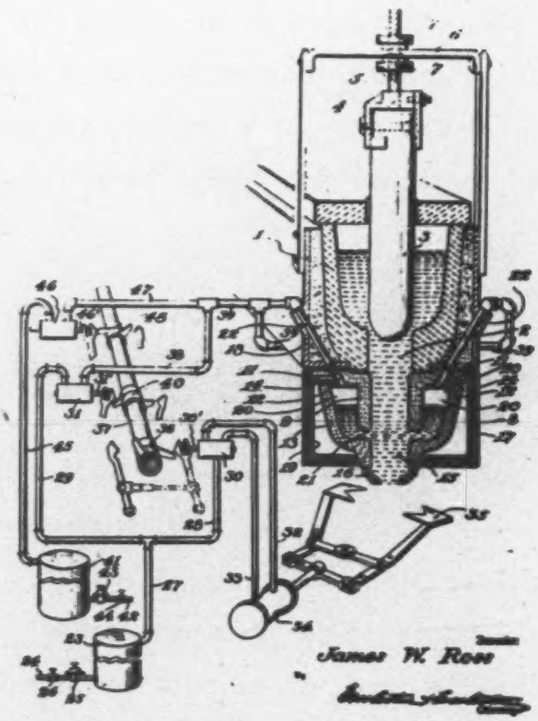
No. 68. Ross Vacuum Feeder. 1931 - 1932.

17852

9479



No. 69. Algeo Special Plug, for Equalizing Temperature of Mold Charge. 1951 - 1952.



No. 70. Ross Auxiliary Bowl Type Vacuum Feeder. 1951 - 1952.

9180

Government Exhibit No.573

SECOND AMENDMENT TO SUPPLEMENTAL AGREEMENT

AGREEMENT made and entered into as of September 29, 1935 between HARTFORD-EMPIRE COMPANY, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called Hartford), and HAZEL-ATLAS GLASS COMPANY, a corporation of West Virginia, having its principal place of business at Wheeling, West Virginia (hereinafter called Hazel-Atlas).

In consideration of the mutual premises and covenants herein contained, the parties agree as follows:

1. The Agreement, dated August 29, 1933, amending a certain Supplemental Agreement between Hartford and Hazel-Atlas, dated July 1, 1932, and all rights and obligations thereunder or arising therefrom, are hereby cancelled.

2. The said Supplemental Agreement between Hartford and Hazel-Atlas, dated July 1, 1932, is hereby amended by striking out the second paragraph of Section 3 of said Supplemental Agreement, and inserting in place thereof the following:

> ... That, in the event of a termination of the General License Agreement in accordance with the provisions of Section 12 thereof, after July 1, 1936, then Hazel-Atlas shall have a royalty-free

license (to make, have made for it, and use but not to sell) under said Peiler patent, No. 1,655,391; provided that, at the time of such termination competitors of Hazel-Atlas are using, in defiance of said patent, methods or structures substantially the same as those heretofore held to infringe said patent in the Third Judicial Circuit, and to such an extent that Hazel-Atlas has been deprived of substantially all the benefits of the license which it now holds under said patent, except freedom from suit by Hartford, so that if it should continue under license under said patent Hazel-Atlas would be thereafter at a substantial trade disadvantage with such competitors. Such free license shall continue so long as, and only so long as, competitors of Hazel-Atlas are so using such methods or structures to such an extent that Hazel-Atlas, if it had continued under said license, would have been so deprived of such benefits and would have been under such disadvantage. In the event of such termination any dispute as to whether Hazel-Atlas has been deprived of substantially all the benefits of its license under such patent, except freedom from suit by Hartford, and would be at a substantial trade disadvantage with such competitors, or as to whether or not said competitive situation has ceased, shall be settled by arbitration under the rules of the American Arbitration Association, and

Illinois Glass Company, dated September 30, 1935 and October 1, 1935, respectively.

5. Hazel-Atlas does not consider, and will not assert, that the said new agreements between Hartford and Owens-Illinois Glass Company, dated September 30, 1935 and October 1, 1935, respectively, violate any obligation of Hartford to Hazel-Atlas under the General License Agreement or the Supplemental Agreement, each dated July 1, 1932, between Hartford and Hazel-Atlas. Hazel-Atlas does not consider, and will not assert, that it is entitled to any more favorable terms or conditions from Hartford as a result of the substitution of the said new license agreements of September 30, 1935 and October 1, 1935, respectively, between Hartford and Owens-Illinois Glass Company, for the said agreements of July 1, 1932 between Hartford and Owens-Illinois Glass Company.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, acting herein by their respective

officers duly authorized therefor.

HARTFORD EMPIRE COMPANY

By _____
President

(Seal)

Attest:

_____
Secretary

HAZEL-ATLAS GLASS COMPANY

(Seal)

By _____
President

Attest:

_____
Secretary

The following subsidiaries of Hazel-Atlas hereby accept, concur in and agree to be bound by all the provisions of the foregoing Second Amendment to Supplemental Agreement:

Hazel-Atlas Glass Company of California Limited,
a California corporation

Hazel-Atlas of New York Incorporated,
a New York corporation

Hazel-Atlas Glass Company of Oklahoma,
an Oklahoma corporation

Kearns-Gorsuch Bottle Company,
an Ohio corporation.

HAZEL ATLAS GLASS COMPANY OF CALIFORNIA

(Seal)

By _____
President

Attest:

_____
Secretary

17858

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HAZEL-ATLAS OF NEW YORK INCORPORATED

(Seal)

Attest:

By _____
President

_____
Secretary

HAZEL-ATLAS GLASS COMPANY OF OKLAHOMA

(Seal)

Attest:

By _____
V.President

_____
V.P. & Secretary

KEARNS-GORSUCH BOTTLE COMPANY

(Seal)

Attest:

By _____
V. President

_____
Asst. Secretary

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